



सार्वजनिक खरिद ऐन २०६३ को दफा ६५ को उपदफा (१) को खण्ड (ग) ले दिएको अधिकार बमोजिम  
सार्वजनिक खरिद अनुगमन कार्यालयबाट जारी गरिएको

## **STANDARD BIDDING DOCUMENT (SBD)**

# **Procurement of Works (EPC Contract)**

**International Competitive Bidding (ICB)**

**Single-Stage: Two-Envelope Bidding Procedure**

**Government of Nepal**

**Office of The Prime Minister and Council of Ministers**

**Public Procurement Monitoring Office**

**May, 2021**

**(1<sup>st</sup> Revision: May, 2021)**

**(2<sup>nd</sup> Revision January, 2026)**

## Preface

This Standard Bidding Document (SBD) for **Procurement of Works (EPC method of contract as Lumpsum)** has been prepared by Government of Nepal (GoN), Public Procurement Monitoring Office (PPMO) to facilitate bidding procedures used for the procurement of works through international Competitive Bidding (ICB).

The SBD includes; a format for the Invitation of Bids, Bidding Procedures, Requirements and Conditions of Contract and Contract Forms.

This SBD is applicable for EPC Contract only.

While using the SBD, the following directions should be considered.

1. No change shall be made to the wording of the **Section I. Instructions to Bidders (ITB)** and **Section VIII. General Conditions of Contract (GCC)**. All provisions related to a particular contract or contracts should be stated/included in other relevant sections of the Document.
2. The attached information forms may require minor adaptation to suit the individual requirements of particular contract.
3. The italicized footnotes and remarks in the SBD are not part of the text. They contain guidance and instruction for the Procuring Entity preparing the document.
4. The document has been prepared for single stage double envelope without having prequalification of bidders.

If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA, 2063 and PPR, 2064 shall prevail.

The Public Entity is responsible for preparing and issuing the Bidding Document for a specific contract.

I would like to express my thanks to the Joint Secretaries and Directors of Public Procurement Monitoring Office and the personnel of different public entities involved in preparing the SBD who worked together in a team. I am also thankful to entire staff of PPMO for their suggestions and continuous support. Their hard work and continuous effort have made this SBD prepared in this shape.

**Secretary**

Public Procurement Monitoring Office  
Office of the Prime Minister and Council of Ministers  
Government of Nepal

## Guidance Notes on the Use of the Standard Bidding Document

These guidance notes have been prepared by Government of Nepal (GoN), Public Procurement Monitoring Office (PPMO) to assist a Public Entity in the preparation of Bidding Document, using this **Standard Bidding Document (SBD)**, for the procurement of Works by **Engineering, Procurement and Construction (EPC) Contract**.

Works under Lump-Sum Cost Model under EPC Contract, are not suitable for use in the following circumstances:

- If there is insufficient time or information for bidders to scrutinize and check the Employer's Requirements or for them to carry out their designs, risk assessment studies and estimating.

The Procuring Entity should also refer to the Public Procurement Act, 2063 and the Public Procurement Rules, 2064, available on PPMO's website: <http://www.ppmo.gov.np> thereto. All concerned are advised to refer to the aforementioned Act and Rules while participating in any bidding process

The use of SBD applies when the Procuring Entity intends to select a Bidder (a Contractor) for the Procurement of Works under Open Bidding Process through Engineering, Procurement, and Construction (EPC) method following Single Stage Two Envelope system without having pre-qualification procedure, while the contract award is being determined on the basis of lowest evaluated responsive Bid.

If any amendments on Public Procurement Act, 2063 or Public Procurement Regulation, 2064 are made, the Procuring Entity shall incorporate such amendments in a particular Bidding Document.

Guidance notes in brackets and italics are provided for both the Procuring Entity and the Bidder and as such the Procuring Entity should carefully decide what notes need to remain and what other guidance notes might be required to assist the Bidder in preparing its Bid Submission; so as to minimise the inept Bidding Process.

The SBD has 10 Sections, of which Section I: Instruction to Bidder and Section VIII General Conditions of Contract (GCC) must not be altered or modified under any circumstances.

The following briefly describes the Sections of the SBD and how the Procuring Entity should use these when preparing a particular **Bidding Document**.

# **Invitation for Bid (IFB)**

## **PART I – BIDDING PROCEDURES**

### **Section I -Instructions to Bidders (ITB)**

The Instruction to Bidder (ITB) specifies the instructions and procedures that govern the bidding process. This Section provides information to help Bidders preparing their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. Section I contains provisions that are to be used without modification. The Instructions to Bidder (ITB) are not a part of the Contract.

### **Section II -Bid Data Sheet (BDS)**

This Section provides the information that is specific to each object of procurement and that supplements the information or requirements included in Section I: Instructions to Bidders. The Procuring Entity shall specify in the BDS only the information that the ITB instruct, be specified in the BDS. To facilitate the preparation of the **BDS**, its Clause Numbers are numbered with the same numbers of the corresponding ITB Clauses

### **Section III -Evaluation and Qualification Criteria**

This Section specifies the criteria to select substantially responsive Bids. The Successful bidder is the bidder having the lowest evaluated cost among the substantially responsive bidder and its bid.

### **Section IV -Bidding Forms**

This Section includes the forms for the Bid Submission, Price Schedules, and Bid Security to be completed and submitted by the Bidder as part of its Bid.

### **Section V -Eligible Countries**

This Section contains information regarding eligible countries.

## **PART II –REQUIREMENTS**

### **Section VI - Employer's Requirement (ERQ)**

This Section includes Project Summary, Project Site Description, Project Components and its specific requirements, Design Criteria and Design Restrictions, Reference Specification and Codes for Design, Requirement of Design Reports, Specification of Works, List of Test on Completion and Governing Codes/References, List of Test after Completion and Governing Codes/References, and other details as required by the Employer/Public Entity.

## **Section VII -Activity Schedule**

This Section includes the List of activities to fulfill the Employer's Requirements, which shall be priced by the Bidder while Bidding.

## **PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section VIII -General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

### **Section IX -Special Conditions of Contract (SCC)**

This Section provides clauses specific to the particular Contract that modify or supplement Section VIII- General Conditions of Contract. The Procuring Entity should include at the time of issuing the Bidding Document all possible information that the GCC indicated in the SCC. To facilitate the preparation of the SCC, its Clause Numbers are numbered with the same numbers of the corresponding GCC Clauses

### **Section X-Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security, Advance Payment Security and Retention Money Security**, when required, shall only be completed by the successful Bidder after contract award.

# **BIDDING DOCUMENT**

**for**

## **THE PROCUREMENT OF**

*[Insert identification of the Works]*

**(EPC Contract)**

International Competitive Bidding (ICB)

**Single-Stage: Two-Envelope Bidding  
Procedure**

*[Insert the name of Public Entity]*

Issued on:

Issued to:

Invitation for Bids No.:

ICB No.:

Contract Identification No.: .....

## Abbreviations

BD	Bidding Document
BDF	Bidding Forms
BDS	Bid Data Sheet
BOQ	Bill of Quantities
COF	Contract Forms
DB	Design and Build
DP	Development Partners
e-GP	Electronic Government Procurement
ELI	Eligibility
EPC	Engineering, Procurement and Construction
EQC	Evaluation and Qualification Criteria
EXP	Experience
FIN	Financial
GCC	General Conditions of Contract
GoN	Government of Nepal
ICC	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
JV	Joint Venture
LIT	Litigation
LS	Lump Sum
NCB	National Competitive Bidding
NPR	Nepalese Rupees
ICB	International Competitive Bidding
PAN	Permanent Account Number
PPMO	Public Procurement Monitoring Office
PRS	Price Schedule
PS	Provisional Sum
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications
USD	United States Dollar
VAT	Value Added Tax
ERQ	Employer's Requirements

# Table of Contents

Invitation for Bids .....	1
<b>Part I: BIDDING PROCEDURES.....</b>	<b>3</b>
Section I: Instructions to Bidders.....	6
Section II: Bid Data Sheet.....	31
Section III: Evaluation and Qualification Criteria.....	37
Section IV: Bidding Forms .....	50
Section V - Eligible Countries .....	79
<b>Part II : REQUIREMENTS .....</b>	<b>80</b>
Section VI - Employer's Requirement (ERQ) .....	81
Section VII - Activity Schedule (ACS).....	82
Section VIII: General Conditions of Contract .....	85
Section IX: Special Conditions of Contract .....	152
Section X: Contract Forms.....	159

# Invitation for Bids

Government of Nepal

*[Name of Employer]*

Invitation for Bids for the *[Name of Contract]*

Contract Identification No: \_\_\_\_\_

Date of publication: \_\_\_\_\_

Name of the Development Partner [if applicable]: \_\_\_\_\_

Loan/Credit/Grant No [if applicable]: \_\_\_\_\_

1. The Government of Nepal [GoN] **has allocated funds or received a loan/credit/grant** from **[GoN or Development Partner]** towards the cost of **[Name of Project]** and intends to apply part of the funds to cover eligible payments under the Contract **for [Name and identification number of Contract]<sup>1</sup>**. Bidding is open to all eligible as per Section V of bidding document.
2. **[Name of Employer]** invites electronic bids from eligible bidders for the construction of **[Brief description of the Works]<sup>2</sup>** through Engineering Procurement Construction (EPC) mode under **International Competitive Bidding – Single Stage Two Envelope Bidding procedures**.

Only eligible bidders with the following key qualifications should participate in this bidding:

- Míimum Average Annual Construction Turnover of the best 3 years within the last 10 years: **[enter NPR.....]**
- Minimum Work experience of similar size and nature: **[number of project and value of each project]**
- Concept paper for Understanding of the Project and Proposed Design

3. Under the Single Stage, Two Envelope Procedure, Bidders are required to submit the Technical Bid and the Price Bid, as per the provision of ITB 21 of the Bidding Document.
4. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of **[Name, location, mailing address, telephone and facsimile numbers and email address of the Employer]** or may visit PPMO e-GP system [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp).

Bidder submitting their bid electronically shall download the bidding documents for e-submission from PPMO's e-GP system [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp). Bidders, submitting their bid electronically, should deposit the cost of bidding document in the account as specified below .

## Information to deposit the cost of bidding document in Bank:

Name of the Bank: ..... Name of Office: .....

Office Code no. : ..... Account no.: .....

Rajaswa (revenue) Shirshak no. :.....

<sup>1</sup>Substitute "contracts" where bids are called concurrently for multiple contracts. Add a new para. 2 and renumber paras 2 - 9 as follows: "Bidders may bid for one or several contracts, as further defined in the Bidding Document. Bidders wishing to offer discounts/cross discounts in case they are awarded more than one contract will be allowed to do so provided those discounts are included in the Letter of Bid."

<sup>2</sup>A brief description of the type of work shall be provided including quantities of major works, location of the project and other information necessary to enable potential bidders to decide whether to respond to the invitation, a Bidding Document requires bidders to have specific experience and capabilities and therefore also be included in this paragraph.

5. Pre-bid meeting shall be held at *[insert name and address]* at *[insert time and date]*.
6. Electronic bids must be submitted through PPMO's e-GP system [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp) on or before *[Time]* on *[Date]*. Bids received after this deadline will be rejected.
7. The Technical bids will be opened in the presence of Bidders' representatives who choose to attend at *[Time and date]* at the office of *[Address of office]*. Bids must be valid for a period of *[Insert number of days]* from the bid submission deadline and must be accompanied by scanned copy of the bid security in pdf format amounting to a minimum of *[insert amount (2 to 3 % of estimated amount without VAT and Contingencies but including PS)]*, which shall be valid for 30 days beyond the validity period of the bid (i.e. *[Date]*).
8. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.

## **Part I: BIDDING PROCEDURES**

- Section I      Instructions to Bidders (ITB)
- Section II     Bid Data Sheet (BDS)
- Section III    Evaluation and Qualification Criteria (EQC)
- Section IV     Bidding Forms (BDF)
- Section V     Eligible Countries

## Section I: Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

### Table of Clauses

<b>A. General.....</b>	<b>6</b>
1. Scope of Bid.....	6
2. Source of Funds .....	6
3. Fraud and Corruption.....	7
4. Eligible Bidders .....	9
5. Eligible Materials, Equipment and Services .....	11
<b>B. Contents of Bidding Documents.....</b>	<b>12</b>
6. Sections of Bidding Document .....	12
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting .....	12
8. Amendment of Bidding Document.....	13
<b>C. Preparation of Bids .....</b>	<b>13</b>
9. Cost of Bidding .....	13
10. Language of Bid.....	13
11. Documents Comprising the Bid.....	14
12. Letter of Bid and Schedules .....	14
13. Alternative Bids .....	15
14. Bid Prices and Discounts.....	15
15. Currency of Bid and Payment.....	16
16. Documents Comprising the Technical Proposal .....	16
17. Documents Establishing the Qualifications of the Bidder.....	16
18. Period of Validity of Bids .....	16
19. Bid Security .....	16
20. Format and Signing of Bid.....	18
<b>D. Submission and Opening of Bids .....</b>	<b>18</b>
21. Submission of Bid .....	18
22. Deadline for Submission of Bids .....	21
23. Late Bids .....	21
24. Withdrawal, and Modification of Bids .....	21
25. Bid Opening .....	21
<b>E. Evaluation and Comparison of Bids.....</b>	<b>23</b>
26. Confidentiality .....	23
27. Clarification of Bids .....	23

28. Deviations, Reservations, and Omissions .....	23
29. Examination of Technical Bid .....	24
30. Determination of Responsiveness of Technical Bid .....	24
31. Nonconformities Errors, and Omissions .....	25
32 Qualification of the Bidder .....	25
33. Correction of Arithmetical Errors .....	25
34 Subcontractors.....	26
35. Evaluation of Price Bids .....	26
36. Comparison of Bids .....	27
37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids .....	27
<b>F. Award of Contract.....</b>	<b>28</b>
38. Award Criteria .....	28
39. Letter of Intent to Award the Contract/Notification of Award .....	28
40. Performance Security .....	28
41 Signing of Contract.....	29
42. Complaint and Review.....	30

## Section I: Instructions to Bidders

<b>A. General</b>	
1. Scope of Bid	<p>1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section VI (Employer's Requirements). The <b><i>name, identification, and number</i></b> of Contracts of the International Competitive Bidding (ICB) are <b>provided in the BDS</b>.</p> <p>1.2 Throughout this Bidding Document:</p> <ul style="list-style-type: none"><li>(a) the term “in writing” means communicated in written form, delivered against receipt and received through e- GP system or email or fax or courier ;</li><li>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</li><li>(c) “day” means calendar day.</li></ul> <p>1.3 Multiple Contract shall be applicable and shall be grouped as <b>specified in the BDS</b></p>
2. Source of Funds	<p>2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency <b>indicated in the BDS</b> plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>Or</p> <p>Public Entities' own Resource Funded: In accordance with its annual program and budget, approved by the public entity, the implementing agency <b>indicated in the BDS</b> plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>Or</p> <p>DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) <b>indicated in the BDS</b> toward the cost of the project named in the BDS. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan/Grant Agreement”), and will be subject in all respects to the terms and conditions of that Loan/Grant Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.</p>

3. Fraud and  
Corruption

3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this::

(a) the Employer adopts, for the purposes of this provision, the terms as defined below:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP’s contractual rights of audit or access to information; and
- (vi) “integrity violation” is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) the Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;

(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent,

<p>collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation.</p> <p>(d) DP will impose remedial actions on a firm or an individual, at any time, in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and</p> <p>(e) The Contractor shall permit the GoN/DP to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.</p>
<p>3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <p>(a) give or propose improper inducement directly or indirectly,</p> <p>(b) distortion or misrepresentation of facts,</p> <p>(c) engaging in corrupt or fraudulent practice or involving in such act,</p> <p>(d) interference in participation of other competing bidders,</p> <p>(e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,</p> <p>(f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price,</p> <p>(g) Contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.</p>
<p>3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder:</p> <p>(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,</p> <p>(b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,</p> <p>(c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or</p>

	<p>obstructive practices in competing for, or in executing, a GoN/DP-financed contract.</p> <p>(d) if the Successful Bidder fails to sign the Contract.</p> <p>(e) if the bidder fails to inform about the saturation of maximum number of contracts as per ITB 4.10.</p> <p>3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), by a competent authority under the prevailing law for failure to repay a loan disbursed by a bank or financial institution, and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO, competent authority and/or the DP.</p> <p>3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.</p> <p>3.6 Furthermore, Bidders shall be aware of the provisions of GCC (GCC 33.4 and 79.2(f).</p>
4. Eligible Bidders	<p>4.1 A Bidder may be a natural person, private entity, or government owned entity subject to ITB 4.5 or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV:</p> <p>(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. Maximum number of JV and other provision for JV shall be as per specified <b>in the BDS</b>. The qualification requirement of the parties to the JV shall be as specified in Section III: Evaluation and qualification Criteria, and</p> <p>(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.</p>
	<p>4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub-contractors or suppliers for any part of the Contract including related services.</p> <p>4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if any of, including but not limited to, the following apply:</p> <p>(a) they have controlling shareholders in common; or</p> <p>(b) they receive or have received any direct or indirect subsidy from any of them; or</p>

	<ul style="list-style-type: none"> <li>(c) they have the same legal representative for purposes of this bid; or</li> <li>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</li> <li>(e) a Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)-(d) above, this does not limit the participation of the same subcontractor in more than one bid; or</li> <li>(f) a Bidder or any of its affiliated entity, participated as a consultant in the preparation of the technical specifications or employer's requirements of the works that are the subject of the Bid; or</li> <li>(g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.</li> <li>(h) a Bidder that has a close business or family relationship with a professional staff of the Procuring Entity.</li> </ul>
	<p>4.4 A firm that is under a declaration of ineligibility by the GoN in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. A firm shall not be eligible to participate in any procurement activities under an DP-financed, -administered, or -supported project while under temporary suspension or debarment by DP pursuant to the DP's Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by the DP, or enforced by other DPs pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected. The list of debarred firm is available at the electronic address specified in the BDS.</p>
	<p>4.5 Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoN.</p>
	<p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>
	<p>4.7 Firms shall be excluded in any of the cases, if</p> <ul style="list-style-type: none"> <li>(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Nepal prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country. Where Nepal prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded;</li> </ul>

	<p>(b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;</p> <p>(c) DP Funded: a firm sanctioned or temporarily suspended by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.</p>
	<p>4.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p>
	<p>4.9 The Bidder, including all parties constituting the Bidder, shall be ineligible to participate in the open competitive bidding process if it has already secured maximum number of construction contracts (in open competitive bidding) <b>as specified in BDS</b> and has not yet completed the work as stipulated in the respective contracts.</p>
	<p>4.10 For the purpose of ITB 4.9 above, the bidder shall declare that the bidder, and all parties constituting the Bidder have not already secured maximum number of construction contract (in open competitive bidding) <b>as specified in BDS</b>. If the bidder, and all parties constituting the Bidder has participated in bidding processes of many public entities and during that period the maximum number of contracts have been attained as specified saturates due to issuance of letter/s of acceptance by a particular public entity, the bidder shall inform in writing to all other concerned public entities, where the bidder have participated in bidding process, within three days of issuance of last letter of acceptance that saturates the maximum number of contracts as specified.</p>
	<p>4.11 Foreign bidder shall be eligible only if the bidder submits the documents indicated <b>in the BDS</b> at the time of bid submission and a declaration to submit the document(s) indicated <b>in the BDS</b> at the time of contract agreement.</p>
<p>5. Eligible Materials, Equipment and Services</p>	<p>5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in accordance with Section V (Eligible Countries) and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.</p>
	<p>5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.</p>

<b>B. Contents of Bidding Documents</b>	
6. Sections of Bidding Document	<p>6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><b>PART I Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>Section I Instructions to Bidders (ITB)</li> <li>Section II Bid Data Sheet (BDS)</li> <li>Section III Evaluation and Qualification Criteria (EQC)</li> <li>Section IV Bidding Forms (BDF)</li> <li>Section V Eligible Countries</li> </ul> <p><b>PART II Requirements</b></p> <ul style="list-style-type: none"> <li>Section VI Employer's Requirement (ERQ)</li> <li>Section VII Activity Schedule (ACS)</li> </ul> <p><b>PART III Conditions of Contract and Contract Forms</b></p> <ul style="list-style-type: none"> <li>Section VIII General Conditions of Contract (GCC)</li> <li>Section IX Special Conditions of Contract (SCC)</li> <li>Section X Contract Forms (COF)</li> </ul>
	<p>6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.</p>
	<p>6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.</p>
	<p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its bid all information and documentation as is required by the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.</p>
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address <b>indicated in BDS</b> or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received within the period as mentioned in ITB 7.5. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.</p> <p>7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p>

	<p>7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p>
	<p>7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if <b>provided for in the BDS</b>. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>
	<p>7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer as <b>mentioned in BDS</b>.</p>
	<p>7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.</p>
	<p>7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
8. Amendment of Bidding Document	<p>8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addendum.</p>
	<p>8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.</p>
	<p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2. However, the time available to submit the bids shall not be less than five (5) days since amendment in bidding document.</p>
<b>C. Preparation of Bids</b>	
9. Cost of Bidding	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
10. Language of Bid	<p>10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language <b>specified in the BDS</b>. Supporting documents and printed literature that are part of the Bid may be in another language</p>

	provided they are accompanied by an accurate translation of the relevant passages in the language <b>specified in the BDS</b> , in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	<p>11.1 The Bid shall comprise the Technical Bid containing the documents listed in ITB 11.2 and the Price Bid containing the documents listed in ITB 11.3.</p> <p>11.2 The Technical Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Technical Bid;</li> <li>(b) Bid Security in accordance with ITB 19;</li> <li>(c) alternative Technical Bid, at Bidder's option and if permissible, in accordance with ITB 13;</li> <li>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;</li> <li>(e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;</li> <li>(f) Technical Proposal in accordance with ITB 16;</li> <li>(g) Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement. The Joint Venture agreement, or letter of intent to enter into a Joint Venture including a draft agreement shall indicate at least the parts of the Works to be executed by the respective partners; and</li> <li>(h) any other required documents, which is not against the provision of Procurement Act/ Regulation /Directives and Standard Bidding Document issued by PPMO as specified in the <b>BDS</b>.</li> </ul> <p>11.3 The Price Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Price Bid;</li> <li>(b) Priced Activity Schedule , in accordance with ITB 12 and ITB 14, or as stipulated in the BDS;</li> <li>(c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13;</li> <li>(d) Any other document required in the <b>BDS</b>.</li> </ul> <p>11.4 The Bidder is solely responsible for the authenticity of the submitted documents.</p> <p>11.5 The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material or financial information shall be declared non-responsive.</p>
12. Letter of Bid and Schedules	12.1 The Letters of Technical Bid and Price Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section IV (Bidding Forms) and in Section VII (Activity

	Schedule). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	<p>13.1 Unless otherwise <b>specified in the BDS</b>, alternative bids shall not be considered.</p> <p>13.2 When alternative times for completion are explicitly invited, a statement to that effect will be <b>included in the BDS</b>, as will the method of evaluating different times for completion.</p> <p>13.3 When <b>specified in the BDS</b>, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be <b>identified in the BDS</b> and described in Section VI (Employer's Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).</p>
14. Bid Prices and Discounts	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.</p> <p>14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in price as Lumpsum price in Section VII (Activity Schedule).</p> <p>14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered.</p> <p>14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Price Bid, in accordance with ITB 12.1.</p> <p>14.5 If so indicated in ITB 1.3, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all Contracts are submitted and opened at the same time.</p> <p>14.6 The price quoted by the Bidder shall be fixed which means that the price is not subjected to adjustment.</p> <p>14.7 The bidder is subject to local taxes such as VAT, social charges or income taxes on nonresident international personnel, and also duties, fees, levies on amounts payable by the employer under the Contract. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.</p>

15. Currency of Bid and Payment	15.1 The prices shall be quoted by the bidder entirely in currency as <b>specified in the BDS</b> .
16. Documents Comprising the Technical Proposal	16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
17. Documents Establishing the Qualifications of the Bidder	17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).
18. Period of Validity of Bids	<p>18.1 Bids shall remain valid for the period <b>specified in the BDS</b>. The bid validity period shall start from the bid submission deadline prescribed by the Employer in accordance with ITB 22.1.</p> <p>If the prescribed bid submission deadline date falls on a government holiday, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date.</p> <p>In the case of electronic bid submission, if any technical issue arises in the handling of the e-GP system, the PPMO may extend the deadline for bid submission. However, the validity period of the bids shall still be counted from the original bid submission deadline.</p> <p>A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p>
	<p>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.</p>
19. Bid Security	19.1 The Bidder shall furnish as part of its bid, in original form, a bid security as <b>specified in the BDS</b> . In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.

	<p>19.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> <li>(a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;</li> <li>(b) a cash deposit voucher in the Employer's Account as <b>specified in BDS</b>.</li> </ul> <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>A bid security valid for a shorter period shall be rejected by the Employer as nonresponsive.</p>
	<p>19.3 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</p>
	<p>19.4 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p>
	<p>19.5 The public entity shall return the bid securities except those to be forfeited as per ITB 19.6 to the respective bidders within three (3) days after the successful Bidder's furnishing of the required performance security and signing of the Contract Agreement pursuant to ITB 40.1 and 41.1</p>
	<p>19.6 The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> <li>(a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 18.2: <ul style="list-style-type: none"> <li>(i) during the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of electronic submission;</li> <li>(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of hard copy submission.</li> </ul> </li> <li>(b) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 27.1;</li> <li>(c) a Bidder involves in fraud and corruption pursuant to ITB 3.1;</li> <li>(d) the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) furnish a performance security in accordance with ITB 35.3 and 40.1; or</li> </ul> </li> </ul>

	<p>(ii) sign the Contract in accordance with ITB 41.1; or</p> <p>(iii) accept the correction of arithmetical errors pursuant to ITB 33.1.</p>
	<p>19.7 The Bid Security of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.</p>
20. Format and Signing of Bid	<p>20.1 The Bidder shall prepare the Technical Bid and the Price Bid comprising the Bid as described in ITB 11 Alternative bids, if permitted in accordance with ITB 13, shall be prepared as <b>“ALTERNATIVE”</b>. The Bidder shall submit his bid electronically in PDF or web forms files as specified in ITB Clause 21.1(a).</p> <p>20.2 The bid shall be attached with the <b>signed authorization letter by an authorized person or persons duly authorized to sign on behalf of the Bidder</b>. This authorization shall consist of a written confirmation as <b>specified in the BDS</b> and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>
<b>D. Submission and Opening of Bids</b>	
21. Submission of Bid	<p>21.1 Bid submission procedure</p> <p>(a) <b>Bidders submitting the Bids shall follow the electronic bid submission procedure specified in this clause.</b></p> <ol style="list-style-type: none"> <li>i. The bidder is required to register in the e-GP system <a href="https://www.bolpatra.gov.np/egp">https://www.bolpatra.gov.np/egp</a> following the procedure specified in e-GP guideline.</li> <li>ii. Interested bidders may either purchase the bidding document from the Employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system.</li> <li>iii. The registered bidders need to maintain their profile data each time required during preparation of bids.</li> <li>iv. In order to submit their bids the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid.</li> <li>v. The bidder can prepare their technical and price bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.</li> <li>vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids.</li> </ol>

	<p>vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.</p> <p>viii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.</p> <p>ix. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.</p> <p>x. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.</p> <p><b>xi. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;</b></p> <ul style="list-style-type: none"> <li>aa) The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.</li> <li>bb) In addition to electronically submitted PDF files/web forms, the Bidder shall be required to submit original bid security letter/documents and clarifications as specified in ITB Clause 27. If a bidder does not submit the original Bid security letter and requested documents and or clarifications within the specified time limit then the bid shall not be considered for further evaluation.</li> <li>cc) If major discrepancy is found between the electronically submitted PDF bid files and the documents/ clarifications provided by the Bidder as per ITB Clause 27, then the bid shall not be considered for further evaluation.</li> <li>dd) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP portal of PPMO-<a href="http://www.bolpatra.gov.np">http://www.bolpatra.gov.np</a> as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.</li> <li>ee) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.</li> <li>ff) Bidders who submit electronic bid should deposit the bidding document fee as specified in IFB and upload the scan copy (in pdf format) of the deposit voucher at the time of bid submission. The deposited amount shall be verified by the Employer during the bid evaluation process. The submitted Bid shall be non-</li> </ul>
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		2. Completed Activity Schedule (ACS)	Mandatory	Online Forms	
		3. Additional Documents; specified in ITB 11.3 (d)	If applicable	PDF	
<i>Note:</i>					
		a) <i>The documents specified as “Mandatory” should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.</i>			
		b) <i>Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.</i>			
22. Deadline for Submission of Bids		22.1 Bids must be submitted electronically no later than the date and time indicated <b>in the BDS</b> .  The standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.			
		22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.			
23. Late Bids		23.1 The e-procurement system will automatically not allow the e-submission of bid after the deadline for submission of bid.			
24. Withdrawal, and Modification of Bids		24.1 A Bidder may withdraw, or modify its bid- Technical or Price - after it has been submitted by e-submission. Once a Bid is withdrawn, bidder shall not be able to submit another bid for this bidding process. Procedures for withdrawal or modification of submitted bids are as follows:  a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system.			
		24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.			
		24.3 The following provisions apply for withdrawal or modification of the Bids:  (i) No bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid or any extension thereof.			
		24.4 Request for withdrawal or modifications through different medium shall not be considered.			
25. Bid Opening		25.1 The Employer shall open the Technical Bids in public at the address,			

	<p>on the date and time <b>specified in the BDS</b> in the presence of Bidders` designated representatives who choose to attend.</p>
	<p>25.2 The Employer shall download the e-submitted Technical Bid. The e-GP system allows the Employer to download the e-submitted technical bid only after bid opening date and time after login simultaneously by at least two members of the Bid Opening Committee.</p>
	<p>25.3 Electronic Bids shall be opened one by one and read out. The e-submitted technical bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.</p>
	<p>25.4 Only Technical Bids read out and recorded at bid opening shall be considered for evaluation.</p> <p><u>No bid shall be rejected at opening of Technical Bids.</u></p>
	<p>25.5 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; and the presence or absence of a bid security. The Bidders` representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.</p>
	<p>25.6 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given at least 7 days notice for the opening of Price Bids.</p>
	<p>25.7 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document.</p>
	<p>25.8 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.</p>
	<p>25.9 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:</p> <ul style="list-style-type: none"> <li>(a) the name of the Bidder;</li> <li>(b) whether there is a modification;</li> <li>(c) the Bid Prices, including any discounts and alternative offers; and</li> <li>(d) any other details as the Employer may consider appropriate.</li> </ul>

	<p>Only Price Bids, discounts, modifications, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.</p>
	<p>25.10 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable), any discounts, modifications and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<p>26. Confidentiality</p>	<p>26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.</p>
<p>27. Clarification of Bids</p>	<p>27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33. Upon notification from the employer, the bidder shall also submit the original of documents comprising the Technical and Price Bid as per ITB 11.2 and ITB 11.3 for verification of submitted documents for acceptance of the e-submitted bid.</p> <p>27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.</p>
<p>28. Deviations, Reservations, and Omissions</p>	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>

29. Examination of Technical Bid	<p>29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.</p> <p>29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.</p> <ul style="list-style-type: none"> <li>(a) Letter of Technical Bid;</li> <li>(b) written confirmation of authorization to commit the Bidder;</li> <li>(c) Bid Security; and</li> <li>(d) Technical Proposal in accordance with ITB 16</li> </ul>
30. Determination of Responsiveness of Technical Bid	<p>30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.2.</p> <p>30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none"> <li>(a) if accepted, would: <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</li> <li>(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</li> </ul> <p>30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI (Employer's Requirements) have been met without any material deviation, reservation or omission.</p> <p>30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> <p>30.5 The Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 27.1, the bid shall not be considered for further evaluation.</p> <p>30.6 Bidder shall be Non- Responsiveness, if the Bid Document Fee is not deposited to the stated bank account or paid to the employer's office. In case of JV, bidder must deposit or pay the bid document fee in the name of JV or all JV Partners.</p>

	<p>30.7 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
31. Nonconformities Errors, and Omissions	<p>31.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid that do not constitute a material deviation, reservation, or omission.</p> <p>31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p> <p>31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).</p> <p>31.4 If the monetary value of such non-conformities is found to be more than fifteen percent of the Bid Price of the bidder pursuant to ITB 31.3, such bid shall be considered nonresponsive and shall not be involved in evaluation.</p>
32 Eligibility and Qualification of the Bidder	<p>32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the eligibility and qualifying criteria specified in Section III (Evaluation and Qualification Criteria).</p> <p>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.</p> <p>32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.</p>
33. Correction of Arithmetical Errors	<p>33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:</p> <p>(a) If there is a discrepancy between the bid price in the Summary of Activity Schedule and the bid amount in item(c) of the Letter of Price Bid, the bid price in the Summary of Activity Schedule will prevail and the bid amount in item(c) of the Letter of Price Bid will be corrected.</p>

	<p>(b) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a).</p>
	<p>33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.</p>
34 Subcontractors	<p>34.1 The Employer shall permit subcontracting for certain specialized works as indicated in Section III. The sub-contractor shall meet the qualifications criteria as indicated in section III.</p> <p>Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p> <p>If the qualification and experience shall not meet the qualifications criteria as indicated in section III, the proposed subcontractor shall be rejected but the responsibility to perform the scope of work shall be of the bidder itself.</p> <p>Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as <b>specified in the BDS</b>.</p>
35. Evaluation of Price Bids	<p>35.1 The Employer shall evaluate Price Bid of each bid for which the Technical Bid has been determined to be substantially responsive. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>35.2 To evaluate a Price Bid, the Employer shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) the bid price, excluding Value Added Tax, Provisional Sums, and the provision, if any, for contingencies in the Summary Priced Activity Schedule, but including Day work items, where priced competitively;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;</li> <li>(c) price adjustment due to discounts offered in accordance with ITB 14.4;</li> <li>(d) adjustment for nonconformities in accordance with ITB 31.3;</li> <li>(e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);</li> <li>(f) the currency (ies) of the bid shall be converted into a single currency as specified in the <b>BDS</b>.</li> <li>(g) If applicable, bid price adjustment for a domestic preference as <b>specified in the BDS</b></li> </ul> <p>35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p>

	<p>35.4 If this Bidding Document allows Bidders to quote separate prices for different Contracts, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria).</p>
	<p>35.5 If the bid, which results in the lowest Evaluated Bid Price <b>extremely low</b> in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all activities of the Priced Activity Schedule, to demonstrate the internal consistency of the price with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as <b>mentioned in BDS</b> to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract <b>or may consider the bid as non-responsive.</b></p>
	<p>35.6 The total amount for the contract must be priced as Lumpsum.</p>
	<p>35.7 The Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 27.1, the bid shall not be considered for further evaluation.</p>
	<p>35.8 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
36. Comparison of Bids	<p>36.1 The Employer shall compare all substantially responsive bids in accordance with ITB 35.2 to determine the lowest evaluated bid.</p>
37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	<p>37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.</p>
	<p>37.2 The public entity shall give notice of the rejection of bids or the cancellation of the procurement proceedings pursuant to ITB 37.1, along with the reasons for such rejection or cancellation, to all bidders.</p>

	37.3 Where any bidder requests, within thirty (30) days of the communication of the notice pursuant to ITB 37.2, the grounds for the rejection of all bids or the cancellation of the procurement proceedings, the public entity shall provide such information to that bidder.
<b>F. Award of Contract</b>	
38. Award Criteria	38.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid as per ITB 35.2 and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
39. Letter of Intent to Award the Contract/Notification of Award	<p>39.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 38.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.</p> <p>39.2 If no bidder submits an application pursuant to ITB 42 within a period of seven days of the notice provided under ITB 39.1, the Employer shall, accept the bid selected in accordance with ITB 38.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.</p> <p>39.3 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.</p> <p>39.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be rejected, if public entity receives instruction from Government of Nepal.</p>
40. Performance Security	40.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 35.5, as specified below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law using Sample Form for the Performance Security included in Section X (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an Commercial Bank or Financial Institution eligible

	<p>to issue Bank Guarantee as per prevailing Law in Nepal.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate (including Provisional Sum amount) the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate (including Provisional Sum amount), the performance security amount shall be determined as follows:</p> <p><b>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</b></p> <p>The Bid Price and Cost Estimate shall be exclusive of Value Added Tax and Contingencies but including PS.</p>
	<p>40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 39.</p>
<p>41 Signing of Contract</p>	<p>41.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 40.1.</p>
<p>41.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the <b><i>District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office or publish in Employer's Web Site or PPMO Website.</i></b> The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract price</p>	
	<p>41.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 39.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing.</p>
	<p>41.4 If the bidder whose bid has been accepted fails to sign the contract as stated ITB 41.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.</p>

42. Complaint and Review	<p>42.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in opening of the price bid or the intention to award the Contract, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 25.8 and ITB 39.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.</p>
	<p>42.2 Late application filed after the deadline pursuant to ITB 42.1 shall not be processed.</p>
	<p>42.3 The chief of Public Entity shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 42.1:</p>
	<p>(a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or</p> <p>(b) to reject the application.</p>
	<p>The decision of the chief of Public Entity shall be final for the Bid amount up to the value as stated in 42.4.</p>
	<p>42.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 42.3, is not given within five (5) days of receipt of application pursuant to ITB 42.1, it can, within seven (7) days of receipt of such decision, file an application to the Public Procurement Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is equal or more than Rupees Twenty Million (NPR. 20,000,000). The application may be sent by hand, by post, by courier, or by electronic media at the risk of the Bidder itself.</p>
	<p>42.5 Late application filed after the deadline pursuant to ITB 42.4 shall not be processed.</p>
	<p>42.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 42.4, the Public Procurement Review Committee shall notify the concerning Public Entity to furnish its procurement proceedings, pursuant to ITB 42.3.</p>
	<p>42.7 Within three (3) days of receipt of the notification pursuant to ITB 42.6, the Public Entity shall furnish the copy of the related documents to the Public Procurement Review Committee.</p>
	<p>42.8 The Public Procurement Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within thirty (30) days of the receipt of the application filed by the Bidder, pursuant to ITB 42.4.</p>
	<p>42.9 The Bidder, filing application pursuant to ITB 42.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to ten percent (10 %) of amount of bid security in case of complaint against decision pursuant to ITB 25.7 and one percent (1%) of its quoted Bid amount with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 42.4.</p>
	<p>42.10 If the claim made by the Bidder pursuant to ITB 42.4 is justified, the Public Procurement Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 42.9, within seven (7) days of such decision made.</p>
	<p>42.11 If the claim made by the Bidder pursuant to ITB 42.4 is rejected by the Public Procurement Review Committee, the security deposit submitted by the Bidder pursuant to ITB 42.9 shall be forfeited.</p>

## Section II: Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I. Instructions to Bidders.

A. General	
ITB 1.1	The number of the Invitation for Bids is: ..... <b>[insert IFB Number]</b> <b><i>The Bid is invited as ICB</i></b>
ITB 1.1	The Employer is: ..... <b>[insert the name of Employer]</b>
ITB 1.1	The number and identification of lots comprising this bidding process is: <b>[insert the name and contract number of the lots]</b>
ITB 1.3	<b><i>Multiple Contract is [Insert “applicable” or “not applicable “]</i></b> <b><i>[If applicable, mention the group of contracts applicable to Multiple Contract]</i></b>
ITB 2.1	The name of the Project is... <b>[insert the name of the project, if any]</b> The DP is... <b>[insert the name of development partner, if any]</b> The implementing agency is... <b>[insert the name of The implementing agency]</b> Source of Funds is: ..... <b>[insert GoN Funded or DP Funded or Public Entities' own resource funded]</b>
ITB 3.3 (d)	For DP Funded: Not Applicable <i>(For GoN funded delete this row)</i>
ITB 4.1 (a)	For GoN Funded: International Firm/Company participating in this bid <b>[Insert “shall” or “shall not”]</b> <sup>3</sup> mandatorily have a Joint Venture with at least one Nepalese Firm/Company. Maximum number of partner in a joint venture shall be: <b>3 (three)</b> <b>For DP Funded:</b> <b>[select one options as per DPs Policy]</b> There is no limit on the number of members in a JV or

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<sup>3</sup>*Note: For Works with an estimated value up to NPR 12 billion, an International Firm/Company participating in the bid shall mandatorily have a Joint Venture with at least one Nepalese Firm/Company.*

	Maximum number of partners in a joint venture shall be: <b>[insert number]</b>
ITB 4.4	<b>For DP: [insert website address for the list of debarred firms]</b>
ITB 4.9 & ITB 4.10	<p><b>For GoN Funded:</b>  The Bidder, including all parties constituting the Bidder, shall be ineligible to participate in the open competitive bidding process if it has already secured five (5) number of construction contracts (in open competitive bidding) [except for bidders participating as JV with maximum share 25 % and not having singed more than two (2) contracts for works of similar nature since 2078-12-03 i.e. March 17, 2022 in Nepal]<sup>4</sup></p> <p><b>For DP Funded:</b>  <b>[select one options as per DPs Policy]</b>  There is no limit on number of running contracts that a Bidder, and all parties constituting the Bidder can have  or  Maximum number of running contracts that a Bidder, and all parties constituting the Bidder can have <u>shall be : [insert number]</u></p>
ITB 4.11	<p>The foreign bidder shall declare to submit the following documents at the time of contact agreement <b>[indicate required documents]</b></p> <p>But, Resident foreign bidder shall submit PAN/VAT certificate and tax clearance certificate or proof of submission of Income Return or evidence of time extension for <b>[insert the applicable fiscal year]</b>.</p>
<b>B. Bidding Document</b>	
ITB 7.1	<p>For clarification purposes only, the Employer's address is:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Telephone: : _____</p> <p>Facsimile number: _____</p> <p>Electronic mail address: _____</p>
ITB 7.4	<p>A Pre-Bid meeting <b>[insert "shall" or "shall not"]</b> held. <b>[If pre-Bid meeting is going to be held, insert the following otherwise delete]</b> Pre-Bid Meeting will</p> <p><b>Take place at the following date, time and place:</b></p> <p>Date: _____</p> <p>Time: _____</p> <p>Place: _____</p>

<sup>4</sup>Note: (1) Only the contracts accepted since 2078-12-03 i.e. March 17, 2022 which are not substantially completed are considered. The contracts those are running under any type of foreign assistance are not accounted for this purpose.

(2) This criteria is not applicable for bidders participating as JV with maximum share 25 % and not having singed more than two (2) contracts for works of similar nature since 2078-12-03 i.e. March 17, 2022 in Nepal.

	A site visit <i>[insert “shall be” or “shall not be”]</i> organized by the Employer.
ITB 7.5	Time for request: Requests for clarification should be received by the Employer no later than <b>15 days</b> prior to the deadline for submission of bids.
<b>C. Preparation of Bids</b>	
ITB 10.1	<p>The language of the bid is: <b>English</b> .</p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is _____ . <i>[specify one language]</i>.</p>
ITB 11.2 (h)	The Bidder shall submit with its Technical Bid the following additional documents: <i>[insert if any additional documents required]</i>
ITB 11.3 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the Schedule of Prices: _____ <i>[Insert schedules, if any]</i>
11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: <i>[insert if any additional documents required]</i>
ITB 13.1	Alternative bids <i>[insert “shall be” or “shall not be”]</i> permitted.
ITB 13.2	<p>Alternative times for completion <i>[insert “shall be” or “shall not be”]</i> permitted.</p> <p><i>If alternative times for completion are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).</i></p>
ITB 13.4	<p>Alternative technical solutions <i>[Insert “shall be” or “shall not be”]</i> permitted for the following parts of the Works: ..... <i>[if alternative technical solution is permitted, Insert the part of the work]</i></p> <p><i>If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).</i></p>
ITB 14.6	The prices quoted by the Bidder <b>shall not be</b> subject to adjustment during the performance of the Contract.
ITB 15.1	<p>The prices in the Schedules shall be quoted by the Bidder entirely in NPR <b>[or]</b></p> <p>The prices in the Schedules shall be quoted by the Bidder in any fully convertible currency(ies).</p> <p>a) Bidders shall indicate the portion of the bid price that corresponds to expenditures incurred in Nepalese currency in the Schedule of Payment Currencies included in Section IV (Bidding Forms).</p> <p>b) Bidders expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country and wishing to be paid accordingly may indicate up to three convertible foreign currencies included in daily publication of Nepal Rastra Bank foreign currency exchange rate in the Schedule of Payment Currencies included in Section IV (Bidding Forms).</p> <p>c) The rates of exchange to be used by the bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 30 days prior to the deadline for submission of bids published by</p>

	<p>Nepal Rastra Bank.</p> <p>d) Foreign currency requirements indicated by the bidders in the Schedule of Payment Currencies shall include but not limited to the specific requirements for</p> <ul style="list-style-type: none"> <li>• expatriate staff and labor employed directly on the Works;</li> <li>• social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;</li> <li>• imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;</li> <li>• depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;</li> <li>• foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and</li> <li>• overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.</li> </ul> <p>e) Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the prices and shown in the Schedule of Payment Currencies are reasonable and responsive to (b) above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.</p> <p>f) Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with General Condition of Contract 58.</p>
ITB 18.1	The bid validity period shall be: ..... <b>[Insert "Ninety (90)" or "One Hundred Twenty (120)" days]</b>
ITB 19.1	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of <b>[insert amount (2 to 3 % of estimated amount exclusive VAT and Contingencies but including PS)]</b> , which shall be valid for 30 days beyond the validity period of the bid.
ITB 19.2 (b)	<p>Office Name:</p> <p>Bank Name: .....</p> <p>Bank Address: .....</p> <p>Account Number: .....</p> <p>Office Code: .....</p>
ITB 20.1	In addition to the original of the bid, the number of copy/ies is/are: <b>[insert "Not Applicable when additional copy is not required and insert number of copy/ies when copy/ies is/are required"]</b>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall

	<p>indicate:</p> <p>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</p> <p>(b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p>
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#### **D. Submission and Opening of Bids**

ITB 21.1	Bidders shall submit their bids electronically.
ITB 22.1	<p>The deadline for bid submission is :</p> <p>Date : .....</p> <p>Time : .....</p>
ITB 25.1	<p>The Technical Bid opening shall take place at:</p> <p>Address: .....</p> <p>Date: .....</p> <p>Time: ..... <i>[Insert time that is immediately after submission deadline]</i></p>

#### **E. Evaluation and Comparison of Bids**

ITB 34.1	<p>a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: <b>25% of the total contract amount.</b></p> <p>b) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>
ITB 35.2(f)	Nepali Currency
ITB 35.2 (g)	<p>Domestic Preference shall apply for domestic bidders.</p> <p>In comparing domestic bids with foreign bids, a Domestic preference shall be granted to eligible domestic contractors, as defined below, in accordance with the following provisions.</p> <p>(a) For application of domestic preference, all responsive bids shall first be classified into the following two categories:</p> <p>(i) Category I: Bids offered by domestic contractors (domestic bidder firms, intuitions, or company either in single or in joint venture where all partners are domestic); and</p> <p>(ii) Category II: Bids offered by other Contractors</p> <p>(b) The lowest evaluated bid of each category shall then be determined by comparing all evaluated bids in each category among themselves.</p> <p>(c) Such lowest evaluated bids shall next be compared with each other and if, as a result of this comparison, a bid from Category I is found to be the</p>

	<p>lowest, it shall be selected for the award of contract.</p> <p>(d) If, however, as a result of the comparison under (c) above, the lowest bid is found to be from Category II, it shall be further compared with the lowest evaluated bid from Category I. For the purpose of this, further comparison, only an upward adjustment (domestic preference) shall be made to the lowest evaluated bid price of Category II by adding an amount proportionate to the shareholding percentage of the domestic firm, institution, or company in the joint venture, provided that the maximum adjustment shall not exceed Five (5%) of the bid price.</p> <p>For the avoidance of doubt, where the domestic bidder's share in the Joint Venture is zero percent (0%), the full five percent (5%) adjustment shall be applied. The adjustment shall reduce on a linear basis as the domestic bidder's share increases and shall be zero percent (0%) where the domestic bidder's share in the Joint Venture reaches one hundred percent (100%).</p> <p>If, after such comparison, the Category I bid is determined to be the lowest, it shall be selected for the award of contract; if not, the lowest evaluated bid from Category II shall be selected.</p> <p>(e) Joint Ventures between a Domestic Bidder(s) and its foreign partner(s) shall be eligible for the Domestic Preference scheme only if the domestic bidder(s) (domestic firms, institutions, or companies) have at least twenty-five percent (25%) share in the Joint Venture.</p>
ITB 35.5	The amount of the performance security be increased by <b>Eight (8)</b> percent of the quoted bid price without VAT but including PS.
ITB 41.4	For DP Funded: Not Applicable <i>[For GoN funded delete this row]</i>

## Section III: Evaluation and Qualification Criteria<sup>5</sup>

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders by post-qualification exercise. GoN/DP requires bidders to be qualified by meeting predefined, precise minimum requirements. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification. In accordance with ITB 32 and ITB 35, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

### 1. Evaluation

In addition to the criteria listed in ITB 35.2 (a) - (e) the following criteria shall apply:

Note:

Use the evaluation criteria listed below as appropriate and required for the project.

#### 1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity, to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI (Employer's Requirements).

#### 1.2 Multiple Contracts

**Multiple Contracts**, if permitted under ITB 35.4, will be evaluated as follows:

##### **Award Criteria for Multiple Contracts [ITB 35.4]:**

Bidders have the option to Bid for any one or more Contracts. Bids will be evaluated taking into account discounts offered, if any, for combined contracts. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined contracts, subject to the selected Bidder(s) meeting the required qualification criteria for combination of multiple contracts as the case may be.

##### **Qualification Criteria for Multiple Contracts:**

The criteria for qualification shall be the sum of the minimum requirements for respective individual contracts as specified under items 2.3.2, 2.3.3, and 2.4.2b.

With respect to the **Contracts of Similar Size and Nature** under item 2.4.2(a). of Section III, the evaluation shall be done as below:

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<sup>5</sup> *The Employer shall set the evaluation and qualification criteria in such a way that the criteria shall be based on following aspects 1) In compliance with the basic requirement to meet the quality standard, 2) Assurance of having no limitation in competition, 3) Assessment of possible competitors in the market and 4) Not against contrary to the protection prescribed by the law.*

N is the minimum number of contracts as per Note (2) of 2.4.2 Specific Construction Experience

V is the minimum value of a single contract as per Note (3) of 2.4.2 Specific Construction Experience

- i. Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1,N2,N3, etc. shall be different contracts:

Contract 1: N1 contracts, each of minimum value V1;

Contract 2: N2 contracts, each of minimum value V2;

Contract 3: N3 contracts, each of minimum value V3; ----etc.

**or**

- ii. Total number of contracts is equal or less than  $N1 + N2 + N3$  ++-but the total value of all such contracts is equal or more than  $N1 \times V1 + N2 \times V2 + N3 \times V3 +---$ .

### **1.3 In Case, other than Multiple Contracts**

Bidders have the option to Bid for any one or more Contracts. The contracts will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer, subject to the selected Bidder(s) meeting the required qualification which shall be the sum of the minimum requirements for respective individual contracts as specified under items Required Bid Capacity as per 2.3.3. Under this case, Contract shall be awarded based on Least Cost Combination to the Employer.

### **1.4 Completion Time**

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

*[insert project specific requirements]*

### **1.5 Alternative Technical Solutions**

Alternative technical solutions, if permitted under ITB 13.4, will be evaluated as follows:

*[insert project specific requirements]*

### **1.6 Quantifiable Nonconformities and Omissions**

Subject to ITB 14.2 and ITB 35.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

***[Insert in bidding document:*** “Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, but excluding omission of prices in the BoQ. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.”]

## 2. Qualification

### 2.1 Eligibility

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<b>2.1.1 Nationality</b>					
Nationality in accordance with ITB sub-clause 4.2	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid Forms ELI –1; ELI –2 with attachments
<b>2.1.2 Conflict of Interest</b>					
No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
<b>2.1.3 Government/DP Eligibility</b>					
Not having been declared ineligible by government/DP, as described in ITB Sub-Clause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
<b>2.1.4 Government-owned Entity</b>					
Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid, Forms ELI - 1, ELI - 2, with attachments
<b>2.1.5 UN Eligibility</b>					
Not having been declared ineligible based on a United Nations resolution or Employer's	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid

country law, as described in ITB Sub-Clause 4.8.					
<b>2.1.6 Bidder's Running Contracts</b>					
Bidders have not yet secured five (5) number of construction Contracts <sup>6</sup> (in open competitive bidding) as described in ITB Sub-Clause 4.9.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid, Form ELI-3
<b>2.1.7 Other Eligibility</b>					
Firm or Company Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Business Registration Certificate (License)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate ( <i>only for domestic bidders</i> )	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate/Tax return submission evidence/evidence of time extension for the F/Y.....( <i>Only for domestic bidders</i> )	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Additional requirements <i>[Insert if any]</i>	.....	.....	.....	.....	.....

<sup>6</sup> Note: (1) Only the contracts accepted since 2078-12-03 i.e. March 17, 2022 which are not substantially completed are considered. The contracts those are running under any type of foreign assistance are not accounted for this purpose.

(2) This criteria is not applicable for bidders participating as JV with maximum share 25 % and not having singed more than two (2) contracts for works of similar nature since 2078-12-03 i.e. March 17, 2022 in Nepal.

## 2.2 Pending Litigation

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<b>2.2.1 Pending Litigation</b>					
All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than ..... (1)..... percent of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1

**Note:**

(1) *The percentage should normally be within the range of 50% to 100% of the Bidder's net worth.*

## 2.3 Financial Situation

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<b>2.3.1 Historical Financial Performance</b>					
Submission of audited balance sheets and income statements, for the last .....(2)..... years to demonstrate the current soundness of the Bidder's financial position. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

**Note:**

(2) *The financial information provided by a Bidder should be reviewed in its entirety to allow a truly informed judgment, and the pass-fail decision on the financial position of the Bidder should be given on this basis. Balance sheet of the past three to five years period which shall be decided according to the nature of the work.*

### 2.3.2 Average Annual Construction Turnover

Minimum average annual construction turnover of NPR .....(3)....., calculated as total certified payments received for construction contracts in progress or completed, within best three years out of last ten fiscal years.	must meet requirement	must meet requirement	must meet ... (4) ... of the requirement	must meet ... (5) ... of the requirement	Form FIN -2
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**Note:**

- (a) Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.
- (b) In the case of currencies other than Nepalese Rupees, the Present Value Conversion factor is taken as unity for all years in the count, only multiplied by selling exchange rates confirmed by Nepal Rastra Bank as the selling rates prevailing on the Date of Bid Invitation.

**Note:**

- (3) The amount stated should normally not be less than  $1.5 \times V/T$ , the estimated annual turnover in the subject contract based on a straight-line projection of the Employer's estimated cost (V), over the contract duration (T) in year. Contract duration less than one year shall be considered one year. The Employer's estimated cost (V) is taken without VAT and contingencies but including provisional sum. The multiplier of 1.5 may be reduced up to 1 (one) in accordance with the size, nature and complexity of contracts.
- (4) Usually not less than 25 %
- (5) Usually not less than 40 %

### 2.3.3 Required Bid Capacity

The bidding capacity of the bidder should be equal to or more than the NPR... (2a) .....	must meet requirement	must meet requirement	must meet .....(3a) ... of the requirement	must meet .....(4a) ... of the requirement	Form FIN -3, FIN-4
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**Note:**

- (2a) Equal to Engineer's Estimate (without VAT and Contingencies but including Provision Sum) in round figure
- (3a) Usually not less than 25 %
- (4a) Usually not less than 40 %

## 2.4 Experience

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirement
		All Partners Combined	Each Partner	One Partner	
<b>2.4.1 General Construction Experience</b>					
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last ..... (6)..... years prior to the bid submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1

**Note:**

(6) Insert number of years in words and figures. The time period is normally 5 years, but may be reduced to not less than 3 years, according to the nature of works.

<b>2.4.2 Specific Construction Experience</b>					
<b>(a) Contracts of Similar Size and Nature</b>					
(i) Participation as Prime contractor, management contractor, or subcontractor, in at least one EPC/Turnkey/DB Contract within the last ten (10) years, with a value of at least NPR .....(7).... that have been successfully or are substantially completed# and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section VI, Employer's Requirements.	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP – 2(a)
(ii) Participation as Prime contractor, management contractor, or	not applicable	not applicable	must meet requirement	not applicable	Form EXP – 2(a)

subcontractor, Contract within the last ten (10) years, with a value of at least NPR .....(8).... that have been successfully or are substantially completed.					
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Note:

- (a) Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.
- (b) In the case of currencies other than Nepalese Rupees, the Present Value Conversion factor is taken as unity for all years in the count, only multiplied by selling exchange rates confirmed by Nepal Rastra Bank as the selling rates prevailing on the Date of Bid Invitation.
- (c) <sup>#</sup>A contract for which a Taking-Over Certificate has been issued shall be considered as substantially completed.

**Note:**

- (7) Insert amount in Nepali rupees, which is usually 40% (in above round figure in thousand) of the estimated value (without VAT and contingencies but including provisional sum) of the subject contract.
- (8) Insert amount in Nepali rupees, which is usually 25% (in above round figure in thousand) of the estimated value (without VAT and contingencies but including provisional sum) of the subject contract. The amount can be taken from only one experience certificate or by adding maximum of two contracts.

<b>(b) Construction Experience in Key Activities</b>					
Participation as Prime contractor, management contractor, or subcontractor, within a last ten (10) years, For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum annual production rate on construction experience in the following key activities that have been successfully or substantially completed <sup>#</sup> : <i>[list activities indicating volume, number or rate of production as applicable; for the key activity (ies) in the subject contract. The rates should be about 80% of the</i>	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP - 2(b)

<p><i>estimated annual production rates of the key activity(ies) in the subject contract as needed to meet the expected construction schedule with due allowance for adverse climatic conditions. Contract duration less than one year shall be considered one year for calculation of annual production rates.]</i></p>					

*#A contract for which a Taking-Over Certificate has been issued shall be considered as substantially completed.*

*Note:*

- \* *Under Criterion 2.4.2 (a), the specified requirements define the similarity of contracts, whereas the annual production rates to be specified under Criterion 2.4.2 (b) define the required capability of the Bidder to execute key components of the Works. There shall be no inconsistency or duplication of requirements between Criteria 2.4.2(a) and 2.4.2(b).*
- \* *For the annual rate of production, the rate of production shall be on the basis of the average during the entire contract period.*
- \* *Only the activities having weightage 10 percent or more of the total estimated amount that should be manufactured or built by contractor should be considered as key activities.*
- \* *Annual production rates to be specified shall not restrict innovation and better quality.*
- \* *Annual production rates of different contracts for a particular duration can be added while evaluating. The annual production rate of key activities can be converted to a monthly production rate during the overlap period for better interpretation and evaluation.*
- \* *While specifying annual production rates, it shall be assured and to be recorded by public entity so that sufficient bidders with required qualification are available in market for adequate competition.*
- \* *Annual production rates to be specified shall be unambiguous e.g. environmentally friendly, international/high standard, complex technology etc.*
- \* *While specifying Annual production rates, the similarity shall be based on the complexity, methods or technology to be adopted.*
- \* *The activities that can be sub-contracted or readily available in the market (e.g. lift, elevator, electrical works, special type of facilities etc.) shall not be considered as key activities.*

## 2.5 Understanding about the project and proposed design

<b>Understanding about the project</b>					
Submission of concept paper highlighting detail about understanding of the project from planning to completion stage including surveying, geotechnical investigation, environmental and social safeguard study, designing, procuring, constructing and operation and maintenance	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP – 2(B)
<b>Proposed design</b>					
Submission of design methodology and concept design including design finalization procedure, assurance about design and relevant codes	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP – 2(C)

**Note:** The employer shall evaluate clause 2.5 [Understanding about the project and proposed design] on the basis of whether the bidder has submitted those two documents or not.

## 2.6 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

SN.	Position	Required No.	Academic Qualification <i>[When position demands]</i>	Total Work Experience [Years]	Experience in Similar Works [years]
<b>Engineering</b>					
1.					
2.					
3.					

<b>Procurement</b>					
1.					
2.					
3.					
<b>Construction</b>					
1.					
2.					
3.					

In case the bidder proposes to consider Personnel that may be spared from committed/ongoing contracts for evaluation, the bidder shall provide details of personnel which will be spared from such committed/ongoing contracts based on the physical progress at the date of bid submission.

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV (Bidding Forms).

The bidder may propose same person for the equivalent positions required to serve for engineering, procurement and construction phases if the person meets the criteria as above for all phases.

**Note:**

*The managerial and technical competence of a contractor is largely related to the key personnel on site. The extent to which the Bidder should demonstrate having staff with extensive experience should be limited to those requiring critical operational or technical skills. The qualification criteria should therefore refer to a limited number of such key personnel, for instance, the project or contract manager and those superintendents working under the project manager who will be responsible for major components (e.g., superintendents specialized in dredging, piling, tunneling, or earthworks, as required for each particular project).*

*Criteria of acceptability should be based on:*

- (a) *a minimum number of years of experience in a similar position; and*
- (b) *a minimum number of years of experience and/or number of comparable projects carried out in a specified number of preceding years.*
- (c) *minimum education qualification only in case the position requires. It is appropriate to specify that certain positions are filled by individuals who have held posts of comparable authority for, say, three years with the Bidder, so that key staff in executive site positions have sufficient knowledge of the Bidder's management, policy, procedures, and practices to act with confidence and authority within that framework.*

## 2.7 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Min. Number Requirement
1.		
2.		
3.		
4.		
5.		

In case the Bidder proposes to consider Equipment that may be spared from committed/ongoing contracts for evaluation, the Bidder shall provide details of Equipment which will be spared from committed / ongoing contracts clearly demonstrating the availability of such equipment with respect to the physical progress of the ongoing contracts on the date of bid submission.

In case of Equipment to be leased/hired the same procedure as mentioned above shall apply.

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (Bidding Forms)

### Note:

*An inventory of construction equipment represents a high capital cost overhead to a contractor. Consequently, not all competent potential bidders will maintain an inventory of high-value items that are in suitable condition for major contracts. This is particularly so with management contractors, who undertake construction projects mainly by subcontracting. In most cases Bidders can readily purchase, lease, or hire equipment; thus, it is usually unnecessary for the assessment of a contractor's qualification to depend on the contractor's owning readily available items of equipment. The pass-fail criteria adopted should therefore be limited only to those bulky or specialized items that are critical for the type of project to be implemented, and that may be difficult for the contractor to obtain quickly. Examples may include items such as heavy lift cranes and piling barges, dredgers, tunnel boring machines, asphalt mixing plants, etc. Even in such cases, contractors may not own the specialized items of equipment, and may rely on specialist subcontractors or equipment-hire firms. The availability of such subcontractors and of the specified equipment should be subject to verification prior to contract award. The terms of any lease or hire agreement for equipment should preferably include provision that the equipment will remain on the site (or be vested in the Employer) in the event of default of the Contractor, thereby ensuring more timely continuity of work by a replacement contractor*

## 2.8 Subcontractors

The experience and financial capacity of the sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

2.8 (a) Nature of Works that can be sub contracted:

- (i) .....
- (ii) .....

*Note: Employer should specify the nature of work, if sub-contracting is permitted.*

2.8 (b) Qualification Criteria

The proposed sub-contractor shall meet the following requirements:

- 1) Completion of 80% of the quantity of the work being sub contracted
- 2) Average Annual Construction Turnover for the work being sub contracted should be at least  $1.5 * V/T$  where V is the proposed value of sub contract and T is time in year. For contract duration of up to 1 year, T shall be “1”.
- 3) Financial Resources: The sub contract must demonstrate that it has the financial resources to meet its current contract commitment plus three months' requirements for the sub contracted work.

## **Section IV: Bidding Forms**

This Section contains the forms which are to be completed by the Bidder and submitted as part of its Bid.

## Letter of Technical Bid

The Bidder must accomplish the Letter of Technical Bid in its letterhead clearly showing the Bidder's complete name and address.

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To:.....  
.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8.
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of *[insert validity period as specified in ITB 18.1 of the BDS]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2 and meet the requirements of ITB 3.4, & 3.5
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (f) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by DP, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (g) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5,<sup>7</sup>
- (h) We declare that, we including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in accordance with ITB 4.3 and we have not been punished for an offense relating to the concerned profession or business.
- (i) We declare that we are solely responsible for the authenticity of the documents submitted

---

<sup>7</sup> Note: Use one of the two options as appropriate.

by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the Employer.

- (j) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.
- (k) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section III (Evaluation and Qualification Criteria) and our technical proposal, or as otherwise agreed with the Employer.
- (l) We declare that we have not yet secured five (5)<sup>8</sup> number of construction contract (in open competitive bidding) as described in ITB Sub-Clause 4.9.

Name: .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

---

<sup>8</sup> Note: (1) Only the contracts accepted since 2078-12-03 i.e. March 17, 2022 which are not substantially completed are considered. The contracts those are running under any type of foreign assistance are not accounted for this purpose.

(2) This criteria is not applicable for bidders participating as JV with maximum share 25 % and not having singed more than two (2) contracts for works of similar nature since 2078-12-03 i.e. March 17, 2022 in Nepal..

## Letter of Price Bid

**The Bidder must accomplish the Letter of Price Bid in its letterhead clearly showing the Bidder's complete name and address.**

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: NPR/USD. ....; or when left blank is the Bid Price indicated in the Activity Schedule.
- (d) The discounts offered and the methodology for their application are:.....
- (e) Our bid shall be valid for a period of *[insert validity period as specified in ITB 18.1]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>9</sup>

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

- (h) We understand that this bid, *together with your written acceptance thereof* included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (j) We declare that we are solely responsible for the authenticity of the documents submitted by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the Employer.
- (k) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name: .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

<sup>9</sup> If none has been paid or is to be paid, indicate "None".

**Table A. Summary of Payment Currencies**

*[Insert “Applicable” / “Not Applicable”]*

**Table: Alternative A**

For .....*/insert name of Section of the Works*

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Total Bid Price (TBP) <u>100xC</u> TBP
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
<b>Total Bid Price</b>				<b>100.00</b>
Provisional sums expressed in local currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
<b>TOTAL BID PRICE (including provisional sum)</b>				

**Table: Alternative B**

***To be used only with Alternative B Prices directly quoted in the currencies of payment.  
(Clause ITB 15.1)***

Summary of currencies of the bid for \_\_\_\_\_ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	<b><i>[To be entered by the Employer]</i></b>

## Bid Security

### Bank Guarantee

*Bank's Name, and Address of Issuing Branch or Office  
(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank  
Guarantee as per prevailing Law)*

Beneficiary: ..... **name and address of Employer** .....

Date: ..... Bid Security No.: .....

We have been informed that ..... **[insert name of the Bidder]** (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of ..... **name of Contract** ..... under Invitation for Bids No. ..... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we..... **name of Bank** ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .. . ..... **amount in figures** ..... (..... **amount in words** ..... ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modifies its Bid:
  - (i) during the period of bid validity specified by the Bidder on the Letter of Technical and Price Bid, in case of electronic submission
  - (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of hard copy submission; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) changes the prices or substance of the bid while providing information pursuant to clause 27.1 of ITB; or
- (d) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (e) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the date ..... **number**..... days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

... *Bank's seal and authorized signature(s)* ...

#### **Note:**

The bid security of ..... has been counter guaranteed by the Bank ..... on..... (Applicable for Bid Security of Foreign Banks).

# **Technical Proposal Format**

**Personnel**

**Equipment**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Others**

## **Format for Understanding about the project**

Knowledge about project area

Knowledge about planning stage

Approach towards surveying and types of surveys to be done,

Approach for geotechnical investigation and reporting details

Types of environmental and social safeguard study to be done including the way such studies shall be conducted, Environmental Protection Plan

Approach for designing

Procurement detailing including subcontracting

Construction stage detailing (approach, quality assurance and control mechanism)

Health Safety Plan

Finalization of construction & modality of handover

Mechanism for operation and maintenance

## **Proposed Design format**

**Design methodology**

**Concept design**

**Design finalization procedure**

**Assurance about design**

**Relevant codes for design**

## Personnel

### Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

No.	Name	Position*	Academic Qualification	Total Work Experience [Years]	Experience in Similar Works [years]
1.					
2.					
3.					
4.					
5.					

\* As listed in Section III (Evaluation and Qualification Criteria).

## Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (\*) shall be used for evaluation.

Position*		
Personal Information	Name	Date of Birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last twenty years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position and Relevant Technical and Management Experience*

### Note:

*In case of e-submission the Resume of Proposed Personnel shall be submitted on notification by the Employer as per ITB 27.*

## Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

**(i) For the equipment under Bidder's ownership**

No.	Equipment Type and Characteristics	Total Nos. of Equipment under Bidder's Ownership	No. of Equipment engaged/proposed for ongoing/committed contracts	Nos. of Equipment proposed for this contract
1.				
2.				
3.				
4.				
5.				

**(ii) For the Equipment to be leased/hired**

No.	Equipment Type and Characteristics	Total Nos. of Equipment under the ownership of lease/hire provider	No. of Equipment engaged/committed for other works	Nos. of Equipment proposed to be leased/hired for this contract
1.				
2.				
3.				
4.				
5.				

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	email
Agreements	Details of rental / lease / manufacture agreements specific to the project	

**The Bidder shall be solely responsible for the data provided. However, this shall not limit the right of Employer to verify the authenticity of submitted information.**

**Note:**

*In case of e-submission the “Agreements” shall be submitted on notification by the Employer as per ITB 27.1*

## **Site Organization**

The bidder shall show here in an Organogram format the organization of his site personnel showing clearly designated duties and responsibilities and the chain of command throughout the structure. Included in the chart shall be the names of respective personnel.

## **Mobilization Schedule**

The bidder shall provide here a general description of the arrangements and methods which he proposes to adopt for the detailed site investigation, design and execution of the works which shall include but not be limited to:

- (a) Mobilization period including periods required for establishing the Contractor's offices, workshops etc. and the facilities required for the Engineer and his staff if applicable.
- (b) Mobilization procedure for the detailed site investigation and design works.

Sources of Contractor's equipment and mobilization periods for items of plant.

## **Construction Schedule**

The bidder shall provide here his proposed schedule for engineering, procurement and construction of the Works within the Prescribed Time for Completion. The schedule shall be presented in the form of a bar chart showing main construction activities matching with the Milestones prescribed by the employer. The proposed schedule shall include the establishment of contractor's site camp and offices, mobilization of manpower and equipment, detailed site survey and soil investigation, detailed design including approval of construction drawings, submission of construction plan and other requires documents, procurement work, execution of major work activities, testing and commissioning, as built drawings and submission of close out report.

## **Bidder's Information and Qualification Format**

**(Without Prequalification)**

## Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

### Form ELI – 1: Bidder's Information Sheet

<b>Bidder's Information</b>	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Name of Owner</b>  <b>Name of Managing Director</b>  <b>Name of Board of Director</b>	
Attached are copies of the following original documents.	
<ol style="list-style-type: none"><li>1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</li><li>2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.</li><li>3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</li><li>4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.</li></ol>	

**Signature of Bidder**

## Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

<b>JV / Specialist Subcontractor Information</b>	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or  Subcontractor's country of constitution	
JV Partner's or  Subcontractor's year of constitution	
JV Partner's or  Subcontractor's legal address in country of constitution	
JV Partner's or  Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
<ol style="list-style-type: none"><li>1. articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</li><li>2. Authorization to represent the firm named above, in accordance with ITB 20.2.</li><li>3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</li></ol>	

**Signature of Bidder**

## Form ELI - 3: Bidder's Running Contracts<sup>10</sup>

Each member of a JV must fill in this form

Bidder's Running Contracts					
Name of office	Contract Identification no.	Source of Fund*	Date of issuance of Letter of Acceptance	Status of contract**	Date of Issuance of Taking Over Certificate***

\* Mention GON funded or DP funded or Other PE (Insert name) funded

\*\* Mention "Yet to sign" if contract is not signed, "Running" if contract has been signed and contract is running and "Substantially completed" if taking over certificate has been issued.

\*\* Insert date of issuance of taking over certificate if the awarded contract has been substantially completed and taking over certificate has been issued.

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<sup>10</sup>Note: (1) Only the contracts accepted since 2078-12-03 i.e. March 17, 2022 which are not substantially completed are considered. The contracts those are running under any type of foreign assistance are not accounted for this purpose.

(2) This criteria is not applicable for bidders participating as JV with maximum share 25 % and not having singed more than two (2) contracts for works of similar nature since 2078-12-03 i.e. March 17, 2022 in Nepal.

## Form LIT - 1: Pending Litigation

Each member of a JV must fill in this form

<b>Pending Litigation</b>			
<b>Year</b>	<b>Matter in Dispute</b>	<b>Value of Pending Claim in NPR</b>	<b>Value of Pending Claim as a Percentage on Net Worth</b>

**Signature of Bidder**

## Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

**Financial Data for Previous ... [Insert yesrs] ... Years [in NPR]**

### Information from Balance Sheet

Years	Year 1 :	Year 2 :	Year 3 :	.....	.....
<b>Total Assets(TA)</b>					
<b>Total Liabilities(TL)</b>					
<b>Net Worth(NW)</b> <b>=TA-TL</b>					
<b>Current Assets(CA)</b>					
<b>Current Liabilities(CL)</b>					
<b>Working Capital = CA – CL</b>					

### Information from Income Statement

Years	Year 1 :	Year 2 :	Year 3 :	....	....
<b>Total Revenues</b>					
<b>Profit Before Tax</b>					
<b>Profit After Tax</b>					
<ul style="list-style-type: none"> <li>○ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the ..... <b>[Insert as per requirement in Section III Clause 2.3.1]</b> ..... years, as indicated above, complying with the following conditions.</li> <li>○ All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.</li> <li>○ Historic financial statements must be audited by a certified auditor.</li> <li>○ Historic financial statements must be complete, including all notes to the financial statements.</li> <li>○ Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</li> </ul>					
<p><b>Note:</b></p> <p><i>In case of e-submission the attachments should not be uploaded but shall be submitted on notification by the Employer as per ITB 27.1</i></p>					

**Signature of Bidder**

## Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed to NPR/USD at the end of the period reported.

<b>Annual Turnover Data for the Last 10 Years (Construction only)</b>			
Year	Amount Currency	Present Value Conversion Factor for Works in NPR/USD.	Present Value of Annual Turnover

- **Average Annual Construction Turnover (Best three years within the last 10 years) = NPR/USD.....**

**Signature of Bidder**

**Note :**

*In Case of Currency other than NPR., Present Value Conversion Factor is taken as Unity for all year in count; only multiplied by Exchange Rate (Date of Bid Invitation), established by the Nepal Rastya Bank.*

## Form FIN - 3: Bid Capacity

Each Bidder or member of a JV must fill in this form

$$\text{Bid Capacity} = [(5 \times A) - B]$$

A = Average Annual Turnover of best three years out of last ten fiscal years.

B = Annual Value of the existing commitments and works (ongoing) to be completed, calculated from **FIN-4**.

SN	Name of Bidder	Pan No.	A, in Million	B, in Million	Bid Capacity, in Million
1					
2					
3					

**Total Bid Capacity :**

**Signature of Bidder**

## Form FIN-4: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments ( For Calculation of B with reference of FIN-3)									
No.	Name of Contract	Name of the Contractor/s	Employer's Contact Address, Tel, Fax	Contract Share in % (a)	Contract Amount in Millions (b)	Contract Date(yyyy-mm) (c)	Initial or Revised Contract Duration (months) (d)	Value of outstanding works [In Millions,NPR/USD] <sup>#</sup> (e)	Estimated Time in Month to Complete the outstanding works (f) = (c) + (d) – Date of Invitation of Bid (f)
1									
2									
3									
4									

Signature of Bidder

# The Outstanding Works means Contract Price (excluding Vat) minus Work Evaluated by Employer till the reference date. Bidder shall have to submit the relevant documentary evidence to substantiate the facts/figures. Note 1: "B" shall be calculated as :  $B = \sum \left[ \frac{(e) \times (a)}{(f)} \right] \times 12$  , If (f) is less than 12, then value of (f) shall be taken as 12.

Note 2:

- (a) If Initial or Revised Contract Date is run out with respect to Date of Invitation of Bid, the Estimated Time in Month to Complete the outstanding works shall be taken equal to 12 months.
- (b) In the case of currencies other than Nepalese Rupees, the Present Value Conversion factor is taken as unity for all years in the count, only multiplied by selling exchange rates confirmed by Nepal Rastra Bank as the selling rates prevailing on the Date of Bid Invitation.

## **Form EXP - 1: General Construction Experience**

Each Bidder or member of a JV must fill in this form.

<b>General Construction Experience</b>				
<b>Starting Month Year</b>	<b>Ending Month Year</b>	<b>Year</b>	<b>Contract Identification and Name and Address of Employer Brief Description of the Works Executed by the Bidder</b>	<b>Role of Bidder</b>

## Form EXP - 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No..... of.....	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	<input type="checkbox"/> NPR ..... .....		
If Partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
Note :  <i>The Employer should insert here contract size, complexity, methods, technology, or other characteristics as described in Section VI - Employer's Requirement (ERQ) against which the bidder demonstrates similarity in the box on the right-hand-side.</i>			

## Form EXP - 2(b): Specific Construction Experience in Key Activities

Fill up one (1) form per contract.

Contract with Similar Key Activities			
Contract No..... of.....	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	<input type="checkbox"/> NPR ..... .....		
If Partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 (b) of Section III			
Note :  <i>The Employer should insert here production rate(s) for the key activity (activities) subject contract against which the bidder demonstrates in the box on the right-hand-side production rates achieved by him on previous contracts.</i>			

## Section V - Eligible Countries

*[This section contains the list of eligible countries. Select one option, either GoN Funded or DP Funded.]*

- For GoN funded:
  - For the purpose of ITB 4.2: “**all Countries**”; and
  - For the purpose of Country of Origin ITB 5.1 and GCC 79.2: “**all Countries**”
- For DP funded: *[attach list as per their list of eligible countries]*

## **Part II : REQUIREMENTS**

Section VI    Employer's Requirement (ERQ)

Section VII    Activity Schedule (ACS)

## Section VI - Employer's Requirement (ERQ)

The Employer/ Public Entity shall describe its details requirement in this section. The minimum Employer's Requirement are listed below but not limited to :

- Project Summary
- Scope of the project
- Project Site Description
- Project Components and its specific requirements
- Design Criteria and Design Restrictions
- Reference Specification and Codes for Design
- Requirement of Design ReportsList of drawings
- Design and drawing approval from Employer
- Specification of Works
- Major construction output including milestones
- Warranty, operation and maintenance period and modality
- List of Test during construction stage and/on Completion and Governing Codes/References
- List of Test after Completion and Governing Codes/References
- List of Test during operation and maintenance

**Note:** *The Employer shall enlist milestones along with the conditions to be fulfilled for each activity by the bidder including measurable indicator and the timeline of the progress to achieve the milestone. The employer shall attach the study report, with the bidding document, based on which EPC procurement is being carried out. The Public Entity shall mention that the entity shall not be responsible to the accuracy of the study report. The Employer shall mention warranty period/Defect Liability Period of at least five (5) years, operation and maintenance period (if required in the contract) of at least ....[as per requirement] .Years, which can be extended depending on the nature of work. The modality during the period to be followed by the bidder shall also be mentioned.*

## Section VII - Activity Schedule (ACS)

**Contract ID :**

**IFB No. :**

1.1 The bid price for the contract is NPR ..... ..... (in Figures) .....

.....(in Words). *[To be fulfilled by the bidder as Lumpsum]*

[It is assigned for different activities as follows.]

S. No.	DESCRIPTION OF ACTIVITY	PERCENTAGE OF BID PRICE
1		***% of the Contract Price
2		***% of the Contract Price
3		***% of the Contract Price
4		***% of the Contract Price
	Total bid price	100% of the contract price

1.2 Weightage of the bid price for different stages of the contract shall be as specified below.

S. No. OF ACTIVITY	DESCRIPTION OF ACTIVITY	WEIGHTAGE IN PERCENTAGE TO THE BID PRICE	STAGE FOR PAYMENT	PERCENTAGE WEIGHTAGE	PAYMENT PROCEDURE
1					

**Note:**

(a) For Table 1.1, The employer shall categorize the activity of the whole project depending on the nature of the project and assign the percentage of the bid price. The number of activities shall generally be 4-7.

(b) Based on the activities categorized in (a), the employer shall mention the detailed weightage of the bid price and percentage assigned to different stage to make acquittance to the bidder for payment.

(c) The employer shall prepare the Table 1.2 as elaborative as possible in line with the milestone mentioned in section VI Employers' requirements to facilitate the payment procedure according to the progress of the work as per the milestone and mention the tests needed before payment to assure the quality of the work according to the specification. The Employer shall make arrangements for quality control by conducting test and checking the measurement of the work completed by the contractor.

## **Part III: CONDITIONS OF CONTRACT AND CONTRACT FORMS**

Section VIII General Conditions of Contract (GCC)

Section IX Special Conditions of Contract (SCC)

Section X Contract Forms (COF)

## Section VIII: General Conditions of Contract

*[Insert Name of Employer]*

*[Insert Name of Contract and Contract Identification No.]*

## Table of Clauses

<b>Clause.....</b>	<b>88</b>
<b>General .....</b>	<b>88</b>
1. Definitions.....	88
2. Interpretation .....	91
3. Law and Language.....	92
4. Contract Agreement .....	92
5. Use of Contractor's Documents .....	93
6. Contractor's Use of Employer's Documents .....	94
7. Assignment.....	94
8. Care and Supply of Documents .....	94
9. Confidential Details .....	94
10. Compliance with Laws .....	95
11. Joint and Several Liability .....	95
12. Contractor's Representative .....	95
13. The Employer's Representative .....	96
14. Delegation .....	97
15. Communications.....	97
16. Subcontracting .....	98
17. Other Contractors .....	98
18. Personnel and Equipment.....	98
19. Indemnities .....	99
20. Intellectual and Industrial Property Rights .....	100
21. Employer's Risks.....	101
22. Contractor's Risks.....	101
23. Insurance .....	102
24. Site Data and Reports .....	104
25. Contractor to Construct the Works .....	105
26. Works to Be Completed within intended Completion Date.....	105
27. Design by Contractor.....	105
28. Safety, Security and Protection of the Environment.....	108
29. Discoveries .....	109
30. Possession of the Site and it's Access .....	109
31. Access Route and Transport of Goods.....	110
32. Determinations .....	110
33. Instructions, Inspections and Audits .....	111
34. Employer's Claims .....	111
35. Contractor's Claims .....	112
36. Dispute Settlement .....	114
37. Dispute Settlement by Arbitration .....	114
<b>B. Staff and Labor .....</b>	<b>114</b>
38. Staff, Labour and theirs facilities .....	114
39. Child Labor.....	116
40. Non-discrimination and Equal Opportunity .....	116
<b>C. Time Control.....</b>	<b>117</b>
41. Program and Progress .....	117
42. Extension of the Intended Completion Date.....	119
43. Acceleration.....	119
44. Delays Ordered by the Employer .....	119
45. Management Meetings .....	120
46. Early Warning .....	120
<b>D. Quality Control .....</b>	<b>120</b>
47. Quality Assurance .....	120
48. Tests 121	

49. Correction of Defects .....	122
50. Uncorrected Defects.....	124
<b>E. Cost Control .....</b>	<b>125</b>
51. Contract Price.....	125
52. Changes in the Contract Price .....	126
53. Variations .....	126
54. Cash Flow Forecasts .....	127
55. Interim Payment Certificate .....	127
56. Payments .....	129
57. Tax .....	129
58. Currency of Payment.....	129
59. Price Adjustment .....	129
60. Retention .....	129
61. Liquidated Damages .....	130
62. Bonus .....	131
63. Advance Payment .....	131
64. Securities.....	132
65. Day works .....	133
66. Cost of Repairs.....	134
<b>F. Force Majeure .....</b>	<b>134</b>
67. Definition of Force Majeure .....	134
68. Notice of Force Majeure .....	134
69. Duty to Minimize Delay .....	135
70. Consequences of Force Majeure .....	135
71. Force Majeure Affecting Subcontractor .....	135
72. Optional Termination, Payment and Release .....	136
73. Release from Performance .....	136
<b>G. Finishing the Contract.....</b>	<b>137</b>
74. Test on Completion.....	137
75. Tests after Completion .....	139
76. Taking Over of the Works .....	141
77. Final Account.....	141
78. Operating and Maintenance Manuals.....	143
79. Termination by Employer .....	143
80. Contractor's Entitlement to Suspend Work .....	145
81. Termination by Contractor .....	146
82. Cessation of Work and Removal of Contractor's Equipment .....	146
83. Payment upon Termination .....	146
84. Fraud and Corruption .....	147
85. Black Listing.....	148
86. Release from Performance .....	148
87. Suspension of DP Loan/Credit/Grant.....	149
88. Eligibility .....	149
89. Quarries and Spoil Dumps .....	149
90. Local Taxation .....	150
91. Value Added Tax.....	150
92. Income Taxes on Staff.....	150
93. Duties, Taxes and Royalties .....	150
94. Member of Government, etc, not Personally Liable .....	151
95. Compliance with Regulations for Explosives .....	151
96. Permission for Blasting.....	151
97. Records of Explosives .....	151
98. Traffic Diversion .....	151

General Conditions of Contract	
Clause	Details
General	
1. Definitions	<p>1.1 Boldface type is used to identify defined terms.</p> <ul style="list-style-type: none"> <li>a) <b>Accepted Contract Amount</b> means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</li> <li>b) <b>Activity Schedule</b> is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</li> <li>c) <b>Base Date</b> means the date 30 days prior to the latest date for submission of the Bid.</li> <li>d) <b>Compensation Events</b> are those defined in GCC 35.4 hereunder.</li> <li>e) <b>Completion Date</b> is the date of completion of the Works as certified by the Employer.</li> <li>f) <b>Contract</b> is the Contract between the Employer and the Contractor to design, execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.</li> <li>g) <b>Contractor</b> is the party whose Bid to carry out the Works has been accepted by the Employer.</li> <li>h) <b>Contractor's Representative</b> means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Clause 12. [Contractor's Representative], who acts on behalf of the Contractor.</li> <li>i) <b>Contractor's Personnel</b> means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.</li> <li>j) <b>Contractor's Documents</b> means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature supplied by the Contractor under the Contract;</li> <li>k) <b>Contractor's Bid</b> is the completed bidding document submitted by the Contractor to the Employer.</li> <li>l) <b>Contract Price</b> is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</li> <li>m) <b>Commencement Date</b> is given in the SCC. It is the latest date when the Contractor shall commence execution of the</li> </ul>

	<p>Design and Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>n) <b>Days</b> are calendar days; months are calendar-months.</p> <p>o) <b>Dayworks</b> are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</p> <p>p) <b>Defect</b> is any part of the Works not completed in accordance with the Contract.</p> <p>q) <b>Defects Liability Certificate</b> is the certificate issued by Employer upon correction of defects by the Contractor during the Defect Liability Period and Latent Defect Liability Period (if applicable).</p> <p>r) <b>Defects Liability Period</b> is the period calculated from the Intended Completion Date where the Contractor remains responsible for remedying defects.</p> <p>s) <b>Drawings</b> include calculations and other information provided or approved by the Employer for the execution of the Contract.</p> <p>t) <b>Employer</b> is the party who employs the Contractor to carry out the Works, as <b>specified in the SCC</b>.</p> <p>u) <b>Employer's Representative</b> means the person named by the Employer in the Contract or appointed from time to time by the Employer under Clause 13. [The Employer's Representative], who acts on behalf of the Employer.</p> <p>v) <b>Employer's Personnel</b> means the Employer's Representative, the assistants referred to in Clause 13.5 and all other staff, labour and other employees of the Employer's Representative, and any other personnel notified to the Contractor, by the Employer or the Employer's Representative, as Employer's Personnel</p> <p>w) <b>Equipment</b> is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>x) <b>Force Majeure</b> means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.</p> <p>y) <b>Initial Contract Price</b> is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>z) <b>Intended Completion Date</b> is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is <b>specified in the SCC</b>. The Intended Completion Date may be revised only by the Employer by issuing an extension of time or an acceleration order.</p> <p>aa) <b>Letter of Acceptance</b> means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance.</p>
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	<p>bb) <b>Materials</b> are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>cc) <b>Party</b> means the Employer or the Contractor, as the context requires.</p> <p>dd) <b>SCC</b> means Special Conditions of Contract</p> <p>ee) <b>Plant</b> is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>ff) <b>Retention Money</b> means the aggregate of all monies retained by the Employer pursuant to GCC 60.1</p> <p>gg) <b>Schedules</b> means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bids, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.</p> <p>hh) <b>Site</b> means the places <b>specified in the SCC</b> where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.</p> <p>ii) <b>Site Investigation Reports</b> are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>jj) <b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.</p> <p>kk) <b>Subcontractor</b> is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>ll) <b>Temporary Works</b> are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>mm) <b>Tests on Completion</b> means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out before the Works are taken over by the Employer.</p> <p>nn) <b>Tests after Completion</b> means the tests (if any) which are specified in the Contract which are carried out after the Works are taken over by the Employer.</p> <p>oo) <b>Variation</b> is an instruction given by the Employer which varies the Works</p> <p>pp) <b>Works</b> are what the Contract requires the Contractor to plan, conduct engineering study, design, construct, install, operate and maintain (if applicable) and finally turn over to the Employer, as <b>defined in the SCC</b>.</p> <p>qq) <b>Operation and Maintenance Period</b> is the period from the end of intended completion date where the contractors</p>
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	<p>remain responsible for operation and performance based maintenance of the works. The obligations of the contractor during Operation and Maintenance Period is as defined <b>in SCC</b>.</p> <p>rr) <b>“These Conditions”</b> In the Conditions of Contract (“these Conditions”), which include Special Conditions of Contract (SCC) and General Conditions of Contract (GCC).</p> <p>ss) <b>Latent Defects Liability Period</b> is the period calculated from the end of Defect Liability Period where the Contractor remains responsible to correct any defect caused due to the design deficiency and quality of construction.</p>
2. Interpretation	<p>2.1 In the Contract, except where the context requires otherwise:</p> <ul style="list-style-type: none"> <li>(a) words indicating one gender include all genders;</li> <li>(b) words indicating the singular also include the plural and words indicating the plural also include the singular;</li> <li>(c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing, and</li> <li>(d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.</li> </ul> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions</p> <p>2.2 If sectional completion, referred as milestone is <b>specified in the SCC</b>, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> <li>(a) Contract Agreement,</li> <li>(b) Letter of Acceptance,</li> <li>(c) Letters of Technical Bid and Price Bid,</li> <li>(d) Special Conditions of Contract,</li> <li>(e) General Conditions of Contract,</li> <li>(f) Employer’s Requirements,</li> <li>(g) Activity Schedules, and</li> <li>(i) Any other document <b>listed in the SCC</b> as forming part of the Contract.</li> </ul> <p>2.4 If an ambiguity or discrepancy in the contract document is found, the priority shall be such as may be accorded by the governing law</p>

3. Law and Language	<p>3.1 The law governing the Contract is <b>stated in the SCC</b>.</p> <p>3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded</p> <p>3.3. As between the Parties, the Employer shall retain the copyright and other Employer's intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract</p> <p>3.4. The language for communications shall be that stated <b>in the SCC</b>. If no language is stated there, the language for communications shall be the language in which the Contract (or most of it) is written. If there are versions of any part of the Contract which are written in more than one language, the version which is in the ruling <b>language stated in the SCC</b> shall prevail.</p>
4. Contract Agreement	<p>4.1 The Contract shall come into full force and effect on the date stated in the Contract Agreement.</p> <p>4.2 Without altering the basic nature or scope of work, the agreement may be revised upon mutual written consent as per prevailing Public Procurement Law</p> <p>4.3 The Contractor shall design, execute and complete the Works in accordance with the Contract, and shall remedy any defects in the Works. When completed, the Works shall be fit for the purposes for which the Works are intended as defined in the Contract.</p> <p>4.4 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.</p> <p>4.5 The Works shall include any work which is necessary to satisfy the Employer's Requirements, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.</p> <p>4.6 Throughout the design and execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work. Superintendence shall be given by a sufficient number of persons having adequate</p>

	<p>knowledge of the language for communications (defined in Clause 3. [Law and Language])) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.</p> <p>4.7 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Works.</p> <p>4.8 The Contractor shall, whenever required by the Employer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Employer.</p> <p><b>4.9</b> Except as otherwise stated in the Contract:</p> <ul style="list-style-type: none"> <li>(a) the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works;</li> <li>(b) by signing the Contract, the Contractor accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works; and</li> <li>(c) the Contract Price shall <b>not be adjusted</b> to take account of any unforeseen difficulties or costs.</li> </ul> <p>4.10 For the purposes of Clause 4.9, unforeseeable difficulties include physical conditions like man-made or natural physical conditions including sub-surface and hydrological conditions which the Contractor encounters at the Site during execution of the Works.</p>
5. Use of Contractor's Documents	<p>5.1 The Contractor shall retain the copyright and other intellectual Contractor's Documents property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:</p> <ul style="list-style-type: none"> <li>(a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,</li> <li>(b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and</li> <li>(c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.</li> </ul>

	5.2 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor, shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Clause.
6. Contractor's Use of Employer's Documents	6.1 The Employer shall retain the copyright and other Employer's intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.
7. Assignment	7.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party <ul style="list-style-type: none"> <li>(a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and</li> <li>(b) may, as security in favor of a commercial bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.</li> </ul>
8. Care and Supply of Documents	8.1 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Employer's Representative six copies of each of the Contractor's Documents. 8.2 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times. 8.3 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
9. Confidential Details	9.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation. 9.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications

	<p>to compete for other projects.</p> <p>9.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.</p>
10. Compliance with Laws	<p>10.1 The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise <b>stated in the SCC</b>:</p> <p>(a) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent Works, and any other permissions described in the Employer's Requirements as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and</p> <p>(b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the design, execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.</p> <p>10.2 The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor:</p> <p>(a) by obtaining copies of the Laws of Nepal which are relevant to the Contract but are not readily available, and</p> <p>(b) for the Contractor's applications for any permits, licences or approvals required by the Laws of Nepal:</p> <p>(i) which the Contractor is required to obtain under Clause 10.1,</p> <p>(ii) for the delivery of Goods, including clearance through customs, and</p> <p>(iii) for the export of Contractor's Equipment when it is removed from the Site.</p>
11. Joint and Several Liability	<p>11.1 If the Contractor is a joint venture of two or more entities , all such entities shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the joint venture. The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract. The composition or the constitution of the joint venture shall not be altered.</p>
12. Contractor's Representative	<p>12.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.</p> <p>12.2 Unless the Contractor's Representative is named in the</p>

	<p>Contract, the Contractor shall, prior to the Commencement Date, submit to the Employer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.</p> <p>12.3 The Contractor shall not, without the prior consent of the Employer, revoke the appointment of the Contractor's Representative or appoint a replacement. The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Clause 33. [Instructions, Inspection and Audits].</p> <p>12.4 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Employer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.</p> <p>12.5 The Contractor's Representative and all these persons shall be fluent in the language for communications defined in Clause 3. [Law and Language].</p>
13. The Employer's Representative	<p>13.1 The Employer may appoint an Employer's Representative to act on his behalf under the Contract. In this event, he shall give notice to the contractor of the name, address, duties and authority of the Employer's Representative.</p> <p>13.2 The Employer's Representative shall carry out the duties assigned to him, and shall exercise the authority delegated to him, by the Employer. Unless and until the Employer notifies the Contractor otherwise, the Employer's Representative shall be deemed to have the full authority of the Employer under the Contract, except in respect of Clause 79 [Termination by Employer], to amend the Contract and to relieve either Party of any duties, obligations or responsibilities under the Contract; and</p> <p>13.3 Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Employer or Employer's Representative (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.</p> <p>13.4 If the Employer wishes to replace any person appointed as Employer's Representative, the Employer shall give the Contractor not less than 15 days' notice of the replacement's name, address, duties and authority, and of the date of appointment.</p> <p>13.5 The Employer or the Employer's Representative may from time</p>

	<p>to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation, by giving a Notice to the Contractor of the name, assigned duties and delegated authority of the assistant. The assignment, delegation or revocation shall not take effect until this Notice has been received by the Contractor.</p> <p>13.6 Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Clause 3. [Law and Language]</p>
14. Delegation	<p>14.1 All these persons, including the Employer's Representative and assistants, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, Inspection, instruction, notice, proposal, request, test, or similar act by a delegated person, in accordance with the delegation, shall have the same effect as though the act had been an act of the Employer. However:</p> <ul style="list-style-type: none"> <li>(a) unless otherwise stated in the delegated person's communication relating to such act, it shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances;</li> <li>(b) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Employer to reject the work, Plant or Materials; and</li> <li>(c) if the Contractor questions any determination or instruction of a delegated person, the Contractor may refer the matter to the Employer, who shall promptly confirm, reverse or vary the determination or instruction.</li> </ul>
15. Communications	<p>15.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:</p> <ul style="list-style-type: none"> <li>(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as <b>stated in the SCC</b>; and</li> <li>(b) delivered, sent or transmitted to the address for the recipient's communications as stated in the <b>SCC</b>. However: <ul style="list-style-type: none"> <li>(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</li> <li>(ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.</li> </ul> </li> </ul>

16. Subcontracting	<p>16.1 The Contractor shall not subcontract the maximum % value of whole Works, <b>as stated in the SCC</b>. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. The Sub contractor shall meet the qualification requirement <b>as specified in SCC</b>. Where specified in the SCC, the Contractor shall give the Employer not less than 30 days' notice of:</p> <ul style="list-style-type: none"> <li>(a) the intended appointment of the Subcontractor, with detailed particulars which shall include his relevant experience,</li> <li>(b) the intended commencement of the Subcontractor's work, and</li> <li>(c) the intended commencement of the Subcontractor's work on the Site.</li> </ul> <p>16.2 In the event of approved subcontracting the Contractor shall ensure that Subcontractors do not further sub-let their contract.</p> <p>16.3 The Contractor shall not terminate the engagement of a subcontractor without the prior written consent of the Employer.</p> <p>16.4 The Contractor shall keep a log showing the following information on the Sub Contractors, suppliers and transporters engaged in the contract works:</p> <ul style="list-style-type: none"> <li>• Name and Address</li> <li>• Copy of Sub Contracting Agreement</li> <li>• Works and value contract</li> <li>• Commencement and completion dates</li> <li>• Copy of payment certificates</li> </ul>
17. Other Contractors	<p>17.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, <b>as stated in the SCC</b>. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification</p>
18. Personnel and Equipment	<p>18.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Employer. The Employer shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>18.2 The Employer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:</p> <ul style="list-style-type: none"> <li>(a) persists in any misconduct or lack of care,</li> <li>(b) carries out duties incompetently or negligently,</li> <li>(c) fails to conform with any provisions of the Contract, or</li> </ul>

	<p>(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.</p> <p>If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.</p> <p>18.3 The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works.</p> <p>18.4 The Contractor shall submit, to the Employer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site.</p> <p>18.5 Details shall be submitted each calendar month, in a form approved by the Employer, until the Contractor has completed all work.</p> <p>18.6 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.</p> <p>18.7 Each item of Plant and Materials shall, to the extent consistent with the Laws of Nepal, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:</p> <ul style="list-style-type: none"> <li>(a) when it is delivered to the Site;</li> <li>(b) when the Contractor is entitled to payment of the value of the Plant and Materials under Clause 44. [Delays Ordered by the Employer].</li> </ul>
19.Indemnities	<p>19.1 The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <ul style="list-style-type: none"> <li>(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and</li> <li>(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss; arises out of or in the course of or by reason of the Contractor's design (if any), execution and completion of the Works and the remedying of any defects, and is not attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.</li> </ul> <p>19.2 The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective</p>

	<p>agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (a) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (b) the matters for which liability may be excluded from insurance cover, as the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and a causes under Employer's Risks, except to the extent that cover is available at commercially reasonable terms.</p> <p>19.3 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under Clause 83.[Payment upon Termination] and Clause 19.1. This Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.</p> <p>19.4 The Contractor shall take full responsibility for the care of the items <b>listed in the SCC(if any)</b> , from the respective dates of use or occupation by the Contractor, up to the respective dates of hand-over or cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works). If any loss or damage happens to any of the above items while the Contractor is responsible for their care, arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Employer</p>
20. Intellectual and Industrial Property Rights	<p>20.1 In this Clause, “infringement” means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other Rights intellectual or industrial property right relating to the Works; and “claim” means a claim (or proceedings pursuing a claim) alleging an infringement.</p> <p>20.2 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Clause.</p> <p>20.3 The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <ul style="list-style-type: none"> <li>(a) an unavoidable result of the Contractor's compliance with the Employer's Requirements, or</li> <li>(b) a result of any Works being used by the Employer: <ul style="list-style-type: none"> <li>(i) for a purpose other than that indicated by, or reasonably</li> </ul> </li> </ul>

	<p>to be inferred from, the Contract, or</p> <p>(ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.</p> <p>20.4 The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the Contractor's design, manufacture, construction or execution of the Works, (ii) the use of Contractor's Equipment, or (iii) the proper use of the Works.</p> <p>20.5 If a Party is entitled to be indemnified under this Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.</p>
<p>21. Employer's Risks</p>	<p>21.1 From the Commencement Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p> <p>(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works; or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</p> <p>21.2 From the Intended Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <p>(a) a Defect which existed on the Intended Completion Date,</p> <p>(b) an event occurring before the Intended Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Intended Completion Date.</p>
<p>22. Contractor's Risks</p>	<p>22.1 From the Commencement Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Design, Works, Plant, Materials, and Equipment) and other</p>

	<p>contractor's obligations mentioned in the Contract, which are not Employer's risks are Contractor's risks.</p> <p>22.2 If any loss or damage happens to the Design, Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Clause 21.1, the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Design, Works, Goods and Contractor's Documents conform with the Contract.</p> <p>22.3 The contractor shall bear the risk for changes in the cost of materials, fuel or other prices due to variation in the currency exchange rate.</p> <p>22.4 The contractor shall bear the risk of increases in the cost of labour and materials. In case of those outside the specified time period (contract period or extended contract period where the time extension has been granted to the Contractor by the Employer), the Contractor may act as per Clause 35. [Contractor's Claims]</p> <p>22.5 The contractor shall bear all the risk including geological, professional and technical risk during execution of the project in design, procurement, construction and operation and maintenance stage.</p>
23. Insurance	<p>23.1 The Contractor shall be responsible for effecting and maintaining the insurance specified in the relevant Clause. Each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before they signed the Contract Agreement.</p> <p>23.2 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Commencement Date to the end of the Defects Liability Period and Latent Defects Liability Period (If Applicable), in the amounts and deductibles per occurrence of not more than the amount <b>stated in the SCC</b> for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> <li>(a) loss of or damage to the Works, Plant, and Materials;</li> <li>(b) loss of or damage to Equipment;</li> <li>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</li> <li>(d) Personal injury or death.</li> <li>(e) Liability for breach of professional duty</li> </ul> <p>Liability for breach of professional duty : To the extent that the Contractor is responsible for the design of part of the Permanent Works under the Contract, and consistent with the indemnities specified in Clause 19 [Indemnities]: (a) the Contractor shall effect and maintain professional indemnity insurance against liability arising out of any act, error or omission by the Contractor in carrying out the Contractor's design obligations in an amount not less than that <b>stated in the SCC</b> (if not stated, the</p>

	<p>amount agreed with the Employer); and (b) <b>if stated in the SCC</b>, such professional indemnity insurance shall also indemnify the Contractor against liability arising out of any act, error or omission by the Contractor in carrying out the Contractor's design obligations under the Contract that results in the Works (or Section or Part or major item of Plant, if any), when completed, not being fit for the purpose(s) for which they are intended under the Contract. The Contractor shall maintain this insurance for the period specified <b>in the SCC</b>.</p> <p>23.3 The Contractor shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit.</p> <p>23.4 The Contractor shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.</p> <p>23.5 The Contractor shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except for Works and Contractor's Equipment) or to any person (except Contractor's Personnel), which may arise out of the Contractor's performance of the Contract and occurring before end of Defect Liability Period.</p> <p>23.6 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel. The Employer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel. The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.</p> <p>23.7 The contractor shall insure the engineering stage work such as survey, design and drawing in the form of professional liability insurance for not less than the cost assigned for the engineering stage, as a liability for breach of professional duty.</p> <p>23.8 Policies, certificates and evidence of premium payment for insurance shall be delivered by the Contractor to the Employer for the Employer's approval before the Commencement Date. All such insurance shall provide for compensation to be payable in the proportions of <b>Nepali Rupees</b> required to rectify the loss or damage incurred.</p> <p>23.9 If the Contractor does not provide any of the policies and</p>
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	<p>certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>23.10 The contractor shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.</p> <p>23.11 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with these obligations, liabilities or responsibilities. However, if the Contractor fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the Employer neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the Contractor.</p> <p>23.12 Alterations to the terms of insurance shall not be made without the approval of the Employer.</p> <p>23.13 Both parties shall comply with any conditions of the insurance policies.</p>
24. Site Data and Reports	<p>24.1 The Contractor, in preparing the Bid, shall rely on conceptual design report or any such report referred to <b>in the SCC</b>, made available by the Employer, supplemented by any information available to the Contractor. The Contractor shall be responsible for verifying and interpreting all such data. The employer shall not bear the risk of the accuracy or discrepancy of the study report provided to the contractor.</p> <p>24.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Bid or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Bid as to all relevant matters, including (without limitation):</p> <ul style="list-style-type: none"> <li>(a) the form and nature of the Site, including sub-surface conditions,</li> <li>(b) the hydrological and climatic conditions,</li> <li>(c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,</li> <li>(d) the Laws, procedures and labour practices of Nepal, and</li> <li>(e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services</li> </ul>

25. Contractor to Construct the Works	<p>25.1 The Contractor shall construct and install the Works in accordance with the Employer's Requirements.</p> <p>25.2 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Employer or Employer Representative. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.</p> <p>25.3 The Employer shall not be responsible for the accuracy, sufficiency or completeness of the data provided.</p>
26. Works to Be Completed within intended Completion Date	<p>26.1 The Contractor may commence execution of the Works on the Commencement Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer, and complete them within the intended Completion Date abiding the fulfillment of the completion of the milestone of the project.</p> <p>26.2 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Employer as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.</p> <p>26.3 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.</p> <p>26.4 Upon the issue of the Taking-Over Certificate for the Works, the Contractor shall clear away and remove all Contractors' Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Liability Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.</p>
27. Design by Contractor	<p>27.1 The Contractor shall be deemed to have scrutinised, prior to bid submission, the Obligations the Employer's Requirements (including design criteria and calculations, if any). The Contractor shall carry out, and be responsible for the design of the Works and for the accuracy of such Employer's Requirements (including design criteria and calculations), except as stated in Clause 27.3. Design shall be prepared by qualified designers who (a) are engineers or other professionals, qualified, experienced and competent in the disciplines of the design for which they are responsible; (b) comply with the criteria (if any) stated in the Employer's Requirements; and (c) are qualified and entitled under applicable Laws to design the Works.</p> <p>27.2 The Employer shall not be responsible for any error, inaccuracy</p>

	<p>or omission of any kind in the Employer's Requirements as originally included in the Contract and shall not be deemed to have given any representation of accuracy or completeness of any data or information, except as stated in clause 27.3. Any data or information received by the Contractor, from the Employer or otherwise, shall not relieve the Contractor from his responsibility for the design and execution of the Works.</p> <p>27.3 However, the Employer shall be responsible for the correctness of the following portions of the Employer's Requirements and of the following data and information provided by (or on behalf of) the Employer:</p> <ul style="list-style-type: none"> <li>(a) portions, data and information which are stated in the Contract as being immutable or the responsibility of the Employer,</li> <li>(b) definitions of intended purposes of the Works or any parts thereof,</li> <li>(c) criteria for the testing and performance of the completed Works, and</li> <li>(d) portions, data and information which cannot be verified by the Contractor, except as otherwise stated in the Contract.</li> </ul> <p>27.4 The Contractor's Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, and the documents described in the Clause 78.[Operating and Maintenance Manuals] . Unless otherwise stated in the Employer's Requirements, the Contractor's Documents shall be written in the language for communications defined in Clause 3. [Law and Language]].</p> <p>27.5 The Contractor shall prepare all Contractor's Documents, and shall also prepare any other documents necessary to instruct the Contractor's Personnel. The Contractor shall, for the purpose of commencement of the construction works, submit to the Employer, within the period specified <b>in the SCC</b>, the design and drawings together with the project specifications.</p> <p>27.6 The Employer shall have Contractor's Documents, submitted by the Contractor, reviewed by a technical person, a team of technical experts, or third-party, verify whether the submitted Contractor's Documents conform to the project's scope and standards, incorporating any necessary corrections or addressing shortcomings by the contractor (if any). Within thirty (30) days of receiving these documents, the Employer shall notify the Contractor to begin the construction works or that a Contractor's Document fails (to the extent stated) to comply with the Contract.</p> <p>If a Contractor's Document fails to comply, it shall be rectified, resubmitted and reviewed in accordance with this Clause, at the Contractor's cost.</p> <p>If site condition differs the condition considered in design, the</p>
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	<p>contractor shall revise the design as per new condition, submit to employer and reviewed in accordance with this Clause, at the Contractor's cost.</p> <p>27.7 For each part of the Works, and except to the extent that the Parties otherwise agree:</p> <ul style="list-style-type: none"> <li>(a) execution of such part of the Works shall not commence prior to the expiry of the periods specified in clause 27.6 for all the Contractor's Documents which are relevant to its design and execution;</li> <li>(b) execution of such part of the Works shall be in accordance with these Contractor's Documents, as submitted for review; and</li> <li>(c) if the Contractor wishes to modify any design or document which has previously been submitted for review, the Contractor shall immediately give notice to the Employer. Thereafter, the Contractor shall submit revised documents to the Employer in accordance with the above procedure.</li> </ul> <p>27.8 No examination or lack of examination of whatsoever nature by the Employer, or Employer's Representatives or Employer Personnel of the Contractor's drawings, documents, calculations or details relating to the execution of the Works or otherwise nor any certification, comment, rejection or approval expressed by such persons in regard thereto, either with or without modification, shall in any respect relieve or absolve the Contractor from any obligations or liability under or in connection with the Contract.</p> <p>27.9 The design, the Contractor's Documents, the execution and the completed Works shall comply with Nepal's technical standards, building, construction and environmental Laws, Laws applicable to the product being produced from the Works, and other standards specified in the Employer's Requirements, applicable to the Works, or defined by the applicable Laws.</p> <p>27.10 All these Laws shall, in respect of the Works and each Section, be those prevailing when the Works are taken over by the Employer under Clause 76. [Taking Over of the Works ]. References in the Contract to published standards shall be understood to be references to the edition applicable on the Base Date, unless stated otherwise.</p> <p>27.11 If changed or new applicable standards come into force in Nepal after the Base Date, the Contractor shall give notice to the Employer and (if appropriate) submit proposals for compliance. In the event that:</p> <ul style="list-style-type: none"> <li>(a) the Employer determines that compliance is required, and</li> <li>(b) the proposals for compliance constitute a variation, then the Employer shall initiate a Variation in accordance with Clause 53 [Variations].</li> </ul> <p>27.12 The Contractor shall carry out the training of Employer's Personnel in the operation and maintenance of the Works to the</p>
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	<p>extent specified in the Employer's Requirements. If the Contract specifies training which is to be carried out before taking-over, the Works shall not be considered to be completed for the purposes of taking-over under Clause 76. [Taking Over of the Works ] until this training has been completed.</p> <p>27.13 If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents, they and the Works shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause.</p>
28. Safety, Security and Protection of the Environment	<p>28.1 The Contractor shall:</p> <ul style="list-style-type: none"> <li>(a) comply with all applicable safety regulations,</li> <li>(b) take care for the safety of all persons entitled to be on the Site,</li> <li>(c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,</li> <li>(d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 76. [Taking Over of the Works ],and</li> <li>(e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land</li> </ul> <p>28.2 The Contractor shall not interfere unnecessarily or improperly with: (a) the convenience of the public, or (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.</p> <p>28.3 The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.</p> <p>28.4 Unless otherwise stated in the contract:</p> <ul style="list-style-type: none"> <li>(a) The Contractor shall be responsible for keeping unauthorised persons off the Site, and</li> <li>(b) authorised persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by (or on behalf of) the Employer, as authorised personnel of the Employer's other contractors on the Site.</li> </ul> <p>28.5 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that any cut or fill slopes are planted in grass or other plant cover as soon as possible to protect them from erosion. Any spoil or material removed from drains shall be disposed of to designated stable tipping areas as directed by the Employer.</p> <p>28.6 The Contractor shall ensure that emissions, surface discharges</p>

	<p>and effluent from the Contractor's activities shall not exceed the values indicated in the Employer's Requirements, and shall not exceed the values prescribed by applicable Laws.</p> <p>28.7 The Employer shall have the power to disallow any working practice or activity of the Contractor or direct that such practices or activities be modified should the Employer consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to wildlife.</p> <p>28.8 The Contractor shall provide on the Site such lifesaving apparatus as may be appropriate and an adequate and easily accessible first aid outfit or such outfits as may be required by any government ordinance, factory act, etc., subsequently published and amended from time to time.</p>
29. Discoveries	<p>29.1 Anything of historical or fossils, coins, articles of value or antiquity, and structures or other interest or of significant value unexpectedly discovered on the Site, shall be the property of the employer. The Contractor shall notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.</p> <p>29.2 The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.</p> <p>29.3 If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to:</p> <ul style="list-style-type: none"> <li>(a) an extension of time for any such delay, if completion is or will be delayed, under Clause 42 [Extension of Intended Completion Date] , and</li> <li>(b) payment of any such Cost, which shall be added to the Contract Price.</li> </ul> <p>29.4 After receiving this further notice, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine these matters.</p>
30. Possession of the Site and it's Access	<p>30.1 The Employer shall give the Contractor right of access to, and possession of, all the Site parts of the Site within the time (or times) <b>stated in the SCC</b>. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Employer's Requirements. However, the Employer may withhold any such right or possession until the Performance Security has been received. If no such time is stated in the SCC, the Employer shall give the Contractor right of access to, and possession of, the Site with effect from the Commencement Date.</p> <p>30.2 Until the Performance Certificate has been issued, the</p>

	<p>Contractor shall have the right of access to all parts of the Works and to records of the operation and performance of the Works, except as may be inconsistent with the Employer's reasonable security restrictions.</p> <p>30.3 If right of access to, and possession of a part is not given by the date stated in the SCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.</p> <p>30.4 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.</p>
31. Access Route and Transport of Goods	<p>31.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.</p> <p>31.2 Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> <li>(a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;</li> <li>(b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;</li> <li>(c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route,</li> <li>(d) the Employer does not guarantee the suitability or availability of particular access routes, and</li> <li>(e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.</li> </ul> <p>31.3 Unless otherwise <b>stated in the SCC</b>:</p> <ul style="list-style-type: none"> <li>(a) the Contractor shall give the Employer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;</li> <li>(b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and</li> <li>(c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.</li> </ul>
32. Determinations	32.1 When carrying out his/her duties under this Clause, the Employer's Representative shall not be deemed to act for the

	<p>Employer. Whenever these Conditions provide that the Employer shall proceed in accordance with this Clause 32. [Determination] to agree or determine any matter, the Employer shall consult with the Contractor in an endeavor to reach agreement. If agreement is not achieved, the Employer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p> <p>32.2 The Employer shall give notice to the Contractor of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination, unless the Contractor gives notice, to the Employer, of his dissatisfaction with a determination within 15 days of receiving it. After then, parties shall proceed as per Clause 36.[Dispute Settlement] or Clause 37.[Dispute Settlement by Arbitration]</p>
<p>33. Instructions, Inspections and Audits</p>	<p>33.1 The Employer may issue to the Contractor instructions which may be necessary for the Contractor to perform his obligations under the Contract. The Contractor shall carry out all instructions of the Employer, or from the Employer's Representative or an assistant to whom the appropriate authority which comply with the applicable laws where the Site is located.</p> <p>33.2 Each instruction shall be given in writing and shall state the obligations to which relates and the Clause (or other term of the Contract) in which the obligations are specified. If any such instruction constitutes a Variation, Clause 53 [Variations] shall apply.</p> <p>33.3 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and consultant [if any] to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p> <p>33.4 The Contractor shall permit the GoN/DP and/or persons appointed by the GoN/DP to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the GoN/DP if required by the GoN/DP. The Contractor's attention is drawn to Clause 84.2 which provides, inter alia, that acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under this Clause constitute an obstructive practice subject to contract termination.</p>
<p>34. Employer's Claims</p>	<p>34.1 If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, he shall give notice and particulars to the Contractor.</p> <p>34.2 The notice shall be given as soon as practicable after the Employer became aware of the event including the condition of non-compliance with the milestone or circumstances giving rise to the claim. A notice relating to any extension of the</p>

	<p>Defects Liability Period shall be given before the expiry of such period.</p> <p>34.3 The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Employer shall then proceed in accordance with Clause 32.[Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Liability Period in accordance with Clause 49.2.</p> <p>34.4 The Employer may deduct this amount from any moneys due, or to become due, to the Contractor. The Employer shall only be entitled to set off against or make any deduction from an amount due to the Contractor, or to otherwise claim against the Contractor, in accordance with this Clause or with subparagraph (a) and/or (b) of Clause 55.6.</p>
35. Contractor's Claims	<p>35.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Employer of such Compensation Events or cause of additional payments, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 21 days after the Contractor became aware, or should have become aware, of the event or circumstance.</p> <p>35.2 If the Contractor fails to give notice of a claim within such period of 21 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim.</p> <p>35.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.</p> <p>35.4 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> <li>(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 30.1.</li> <li>(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</li> <li>(c) The Employer unreasonably does not approve a subcontract to be let.</li> <li>(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.</li> <li>(e) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.</li> </ul>

	<p>(f) The advance payment is delayed.</p> <p>(g) The effects on the Contractor of any of the Employer's Risks.</p> <p>(h) The Employer unreasonably delays issuing a Certificate of Completion.</p> <p>35.5 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Employer. Also, all events (like monsoon rain, festivals, government holidays etc.), what shall sure to be occurred during the Contract Period; shall not be Compensation Event. If the contractor has not completed any activity as per the milestone, without having any compensation event, such activities shall be subjected to liquidated damages.</p> <p>35.6 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Employer. Without admitting liability, the Employer may, after receiving any notice under this Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Employer to inspect all these records, and shall (if instructed) submit copies to the Employer.</p> <p>35.7 Within 21 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Employer, the Contractor shall send to the Employer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ul style="list-style-type: none"> <li>(a) this fully detailed claim shall be considered as interim;</li> <li>(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Employer may reasonably require; and</li> <li>(c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Employer.</li> </ul> <p>35.8 Within 21 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Employer and approved by the Contractor, the Employer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.</p>
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	<p>35.9 Each interim payment shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.</p> <p>35.10 The Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Clause 42 [Extension of Intended Completion Date], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.</p> <p>35.11 The requirements of this Clause are in addition to those of any other Clause which may apply to a claim. If the Contractor fails to comply with this or another Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded the Clause 35.2.</p>
36. Dispute Settlement	<p>36.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>36.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period.</p>
37. Dispute Settlement by Arbitration	<p>37.1 Unless settled amicably, any dispute shall be finally settled by arbitration. The arbitration shall be conducted in accordance with the arbitration procedures at the place given in the SCC. The Arbitration Act, 2055 (1999) shall be the governing law for arbitration process.</p> <p>37.2 The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, and opinion or valuation of (or on behalf of) the Employer, relevant to the dispute.</p>
<b>Staff and Labor</b>	
38. Staff, Labour and theirs facilities	<p>38.1 The Contractor shall and make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.</p> <p>38.2 The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out.</p> <p>38.3 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such</p>

	<p>as indentured labor, bonded labor, or similar labor-contracting arrangements.</p> <p>38.4 The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.</p> <p>38.5 The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.</p> <p>38.6 The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.</p> <p>38.7 The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.</p> <p>38.8 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>38.9 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>38.10 The Contractor shall send, to the Employer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Employer may reasonably require.</p> <p>38.11 Except as otherwise stated in the Employer's Requirements, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Employer's Requirements.</p> <p>38.12 Key Personnel: If no Key Personnel are specified in the Employer's Requirements this Clause shall not apply.</p> <p>The Contractor shall appoint the natural persons named in the Bid to the positions of Key Personnel. If not so named, or if an appointed person fails to act in the relevant position of Key Personnel, the Contractor shall submit to the Employer for consent the name and particulars of another person the</p>
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	<p>Contractor proposes to appoint to such position. If consent is withheld or subsequently revoked, the Contractor shall similarly submit the name and particulars of a suitable replacement for such position.</p> <p>If the Employer does not respond within 15 days after receiving any such submission, by giving a Notice stating an objection to the appointment of such person (or replacement) with reasons, the Employer shall be deemed to have given the Employer's consent.</p> <p>The Contractor shall not, without the Employer's prior consent, revoke the appointment of any of the Key Personnel or appoint a replacement (unless the person is unable to act as a result of death, illness, disability or resignation, in which case the appointment shall be deemed to have been revoked with immediate effect and the appointment of a replacement shall be treated as a temporary appointment until the Employer gives his/her consent to this replacement, or another replacement is appointed, under this Clause).</p> <p>All Key Personnel shall be based at the Site (or, where Works are being executed off the Site, at the location of the Works) for the whole time that the Works are being executed. If any of the Key Personnel is to be temporarily absent during execution of the Works, a suitable replacement shall be temporarily appointed, subject to the Employer's prior consent.</p> <p>All Key Personnel shall be fluent in the language for communications defined in Clause 3. [Law and Language]</p>
39. Child Labor	39.1 The Contractor shall not employ any child to perform any work including work, that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. 'Child' means a child below the statutory minimum age specified under applicable national law. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
40. Non-discrimination and Equal Opportunity	40.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Sub clause's requirements. Special measures of protection

	<p>or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.</p>
<b>Time Control</b>	
41. Program and Progress	<p>41.1 Within the time <b>stated in the SCC</b>, after the date of the Letter of Acceptance, the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities consistent with those in the Activity Schedule.</p> <p>41.2 Unless otherwise stated in the Contract, each program shall include:</p> <ul style="list-style-type: none"> <li>(a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each major stage of the Works,</li> <li>(b) the periods for reviews for Contractor's Documents,</li> <li>(c) the sequence and timing of inspections and tests specified in the Contract, and</li> <li>(d) a supporting report which includes: <ul style="list-style-type: none"> <li>(i) a general description of the methods which the Contractor intends to adopt for the execution of each major stage of the Works, and</li> <li>(ii) the approximate number of each class of Contractor's Personnel and of each type of Contractor's Equipment for each major stage.</li> </ul> </li> </ul> <p>41.3 Whenever the previous program is inconsistent with actual progress or with the Contractor's obligations, an update of the Program shall be done by the Contractor showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>41.4 The Contractor shall submit an updated Activity Schedule within 15 days of being instructed to by the Employer's Representative, for Approval.</p> <p>41.5 The Employer approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time</p> <p>41.6 The contractor shall have to keep daily log of all the activities in a format approved by the Employer. The daily log shall not constitute nor take the place of any notice required to be given by Contractor to Employer pursuant to the Contract Documents. The daily log shall document all activities at the Project site including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>(i.) Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;</li> </ul>

	<ul style="list-style-type: none"> <li>(ii.) Soil conditions which adversely affect the Work;</li> <li>(iii.) The hours of operation by Contractor and subcontractor's personnel;</li> <li>(iv.) The number of Contractor and subcontractor's personnel present and working at the Project site, by subcontract and trade;</li> <li>(v.) All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);</li> <li>(vi.) Description of Work being performed at the Project site;</li> <li>(vii.) Any unusual or special occurrences at the Project site;</li> <li>(viii.) Materials received at the Project site; and</li> <li>(ix.) A list of all visitors to the Project site.</li> </ul> <p>41.7 Unless otherwise <b>stated in the SCC</b>, monthly progress reports shall be prepared by the Contractor and submitted to the Employer in six copies <b>or as stated in the SCC</b>. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:</p> <ul style="list-style-type: none"> <li>(a) charts and detailed descriptions of progress, including each stage of design, Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection, testing, commissioning and trial operation;</li> <li>(b) photographs showing the status of manufacture and of progress on the Site;</li> <li>(c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: <ul style="list-style-type: none"> <li>(i) commencement of manufacture,</li> <li>(ii) Contractor's inspections,</li> <li>(iii) tests, and</li> <li>(iv) shipment and arrival at the Site;</li> </ul> </li> <li>(d) the details described in Clause 18.4,18.5;</li> <li>(e) copies of quality assurance documents, test results and certificates of Materials;</li> <li>(f) list of Variations, notices given under Clause 34. [Employer's Claims] and notices given under Clause 35.[Contractor's Claims] ;</li> <li>(g) safety statistics, including details of any hazardous' incidents and activities relating to environmental aspects and public relations; and</li> </ul>
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	<p>(h) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.</p>
42. Extension of the Intended Completion Date	<p>42.1 The Contractor shall be entitled subject to GCC 35 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of GCC 76. [Taking Over of the Works] is or will be delayed by any of the following causes:</p> <p>(a) a Variation (except that there shall be no requirement to comply with GCC 35 [Contractor's Claims]),</p> <p>(b) a cause of delay giving an entitlement to extension of time under a Clause of these Conditions, or</p> <p>(c) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.</p> <p>42.2 When determining each Extension of Time (EoT) under GCC 35 [Contractor's Claims], the Employer's representative shall review previous determination under GCC 32 [Determinations].</p> <p>42.3 If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Employer in accordance with GCC 35 [Contractor's Claims].</p> <p>42.4 If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p> <p>42.5 In the case of a contract in which milestones have been specified, the milestones may, as necessary, be revised concurrently with the extension of the Intended Completion Date.</p>
43. Acceleration	<p>43.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Employer shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.</p> <p>43.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.</p>
44. Delays Ordered by the Employer	<p>44.1 The Employer may instruct the Contractor to delay or to suspend progress of part or all of the Works at any time instruct the Contractor. During such delay or suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.</p>

45. Management Meetings	<p>45.1 Either the Employer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>45.2 The Employer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p> <p>45.3 The Employer shall set pre-determined frequency of such meetings, as <b>specified in the SCC</b></p>
46. Early Warning	<p>46.1 The Contractor shall warn the Employer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Employer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>46.2 The Contractor shall cooperate with the Employer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer.</p>

### **Quality Control**

47. Quality Assurance	<p>47.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Employer shall be entitled to audit any aspect of the system.</p> <p>47.2 Details of all procedures and compliance documents shall be submitted to the Employer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Employer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.</p> <p>47.3 Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</p> <p>47.4 The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:</p> <ul style="list-style-type: none"> <li>(a) in the manner (if any) specified in the Contract,</li> <li>(b) in a proper workmanlike and careful manner, in accordance with recognized good practice, and</li> <li>(c) with properly equipped facilities and non-hazardous Materials,</li> </ul>
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	<p>except as otherwise specified in the Contract.</p> <p>47.5 The Contractor shall submit samples to the Employer, for review in accordance with the procedures for Contractor's Documents, as specified in the Contract and at the Contractor's cost. Each sample shall be labelled as to origin and intended use in the Works.</p> <p>47.6 The Employer's Personnel shall at all reasonable times:</p> <ul style="list-style-type: none"> <li>(a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and</li> <li>(b) during production, manufacture and construction (at the Site and, to the extent specified in the Contract, elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.</li> </ul> <p>47.7 The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.</p> <p>47.8 In respect of the work which Employer's Personnel are entitled to examine, inspect, measure and/or test, the Contractor shall give notice to the Employer whenever any such work is ready and before it is covered up, put out of sight, or packaged for storage or transport.</p> <p>47.9 The Employer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Employer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Employer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.</p>
48. Tests	<p>48.1 This Clause shall apply to all tests specified in the Contract, other than the Tests after Completion [, as stated in SCC]</p> <p>48.2 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.</p> <p>48.3 If the Employer instructs the Contractor to carry out a test not specified in the Employer's Requirements to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.</p> <p>48.4 The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.</p> <p>48.5 The Contractor shall agree, with the Employer, the time and place</p>

	<p>for the specified testing of any Plant, Materials and other parts of the Works.</p> <p>48.6 The Employer shall give the Contractor not less than 24 hours' notice of the Employer's intention to attend the tests. If the Employer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Employer, and the tests shall then be deemed to have been made in the Employer's presence.</p> <p>48.7 If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to:</p> <ul style="list-style-type: none"> <li>(a) an extension of time for any such delay, if completion is or will be delayed, under Clause 42 [Extension of Intended Completion Date], and</li> <li>(b) payment of any such Cost, which shall be added to the Contract Price.</li> </ul> <p>After receiving this notice, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine these matters.</p> <p>48.8 The Contractor shall promptly forward to the Employer duly certified reports of the tests. When the specified tests have been passed, the Employer shall, endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Employer has not attended the tests, he shall be deemed to have accepted the readings as accurate.</p>
49. Correction of Defects	<p>49.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the Contract, the Employer may reject the Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons ; before the end of the Defects Liability Period, which begins at Completion, and is defined <b>in the SCC</b>.The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.</p> <p>49.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice. Otherwise, The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>49.3 If the Employer requires this Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Clause 34. [Employer's Claims] pay these costs to the Employer.</p> <p>49.4 Notwithstanding any previous test or certification, the Employer may instruct the Contractor to:</p>

	<p>(a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,</p> <p>(b) remove and re-execute any other work which is not in accordance with the Contract, and</p> <p>(c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</p> <p>49.5 If the Contractor fails to comply with any such instruction, which complies with Clause 33. [Instructions, Inspection and Audits], the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Clause 34. [Employer's Claims] pay to the Employer all costs arising from this failure.</p> <p>49.6 If delivery and/or erection of Plant and/or Materials was suspended under Clause 44.2 or Clause 80.[Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Liability Period for the Plant and/or Materials would otherwise have expired.</p> <p>49.7 If the work of remedying of any defect or damage may affect the performance of the Works, the Employer may require the repetition of any of the tests described in the Contract, including Tests on Completion and/or Tests after Completion[if applicable]. The requirement shall be made by notice within 30 days after the defect or damage is remedied. These tests shall be carried out in accordance with the terms applicable to the previous tests.</p> <p>49.8 The Contractor shall, if required by the Employer, search for the cause of any defect, under the direction of the Employer. Unless the defect is to be remedied at the cost of the Contractor, the Cost of the search shall be agreed or determined in accordance with Clause 32.[Determinations] and shall be added to the Contract Price.</p> <p>49.9 The contractor shall be liable to the project completed by him to the Latent Defect Liability period, if specified in the SCC.</p> <p>49.10 Warranty Period is the period calculated from the Intended Completion Date where the Contractor remains responsible for remedying defects occurs in the Plants. Contractor shall provide Warranty for Plants (if any) as follows:</p> <p>(a) the Contractor shall warrants that the Plants shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.</p> <p>(b) The Contractor warrants after the Plants, or any portion thereof as the case may be, have warranty period as indicated in the SCC.</p>
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	<p>(c) Before the expiry of the Warranty Period, the Employer shall give Notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.</p> <p>(d) Upon receipt of such Notice, the Contractor shall, within the period <b>specified in the SCC</b>, expeditiously repair or replace the defective Plants or parts thereof, at no cost to the Employer.</p> <p>(e) If having been notified, the Contractor fails to remedy the defect within the period <b>specified in the SCC</b>, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.</p>
50. Uncorrected Defects	<p>50.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer shall assess the cost of having the Defect corrected, and remedial work shall have to be executed at the risk and cost of the Contractor. The Employer may (at his option):</p> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, and the Contractor shall subject to Clause 34.[Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;</p> <p>(b) agree or determine a reasonable reduction in the Contract Price in accordance with Clause 32.[Determinations]; or</p> <p>(c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.</p> <p>50.2 If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.</p>

<b>Cost Control</b>	
51. Contract Price	<p>51.1 The Contractor shall be deemed to have satisfied himself as to the Correctness and Sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper design, execution and completion of the Works and the remedying of any defects.</p> <p>51.2 The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works.</p> <p>51.3 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Employer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Employer shall have instructed. For each Provisional Sum, the Employer may instruct:</p> <ul style="list-style-type: none"> <li>(a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Clause 53. [Variations]; and/or</li> <li>(b) Plant, Materials or services to be purchased by the Contractor, for which there shall be added to the Contract Price less the original Provisional Sums: <ul style="list-style-type: none"> <li>(i) the actual amounts paid (or due to be paid) by the Contractor, and</li> <li>(ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the Contract.</li> </ul> </li> </ul> <p>51.4 The Contractor shall, when required by the Employer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.</p> <p>51.5 In such lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.</p> <p>51.6 Unless otherwise stated <b>in the SCC</b>:</p> <ul style="list-style-type: none"> <li>(a) payment for the Works shall be made on the basis of the lump sum Contract Price, subject to adjustments in accordance with the Contract; and</li> </ul>

	<p>(b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs, except otherwise as per the Clause 53.5</p>
52. Changes in the Contract Price	<p>52.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.</p>
53. Variations	<p>53.1 No variation order shall be made unless and otherwise any addition or alteration to the work is made by the Employer.</p> <p>53.2 Variations may be initiated by the Employer at any time, with or without request from the Contractor prior to issuing the Taking-Over Certificate for the Works. A Variation shall not comprise the omission of any work which is to be carried out by others. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Employer to the Contractor, who shall acknowledge receipt.</p> <p>53.3 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Employer stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, (ii) it will reduce the safety or suitability of the Works, or (iii) it will have an adverse impact on the achievement of the Performance Guarantees. Upon receiving this notice, the Employer shall cancel, confirm or vary the instruction</p> <p>53.4 The Contractor may, at any time, submit to the Employer a written proposal which (in the Contractor's opinion) will, if adopted, (1) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer. The proposal shall be prepared at the cost of the Contractor. The Employer shall, as soon as practicable after receiving such proposal, respond with approval, disapproval or comments.</p> <p>53.5 Upon instructing or approving a Variation, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine adjustments to the Contract Price and the Schedule of Payments. These adjustments shall take account of the Contractor's submissions under Clause 53.3, if applicable.</p> <p>53.6 Adjustments for Changes in Legislation :The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Nepal (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract. If the Contractor suffers (or will suffer) delay and/or</p>

	<p>incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to:</p> <ul style="list-style-type: none"> <li>(a) an extension of time for any such delay, if completion is or will be delayed, under Clause 42 [Extension of Intended Completion Date], and</li> <li>(b) payment of any such Cost, which shall be added to the Contract Price.</li> </ul> <p>After receiving this notice, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine these matters.</p>
54. Cash Flow Forecasts	54.1 When the Program is updated, the Contractor shall provide the Employer with an updated cash flow forecast.
55. Interim Payment Certificate	<p>55.1 The Contractor shall submit a Statement in six copies (<b>or as stated in the SCC</b>) to the Employer after the end of the period of payment <b>stated in the SCC</b> (if not stated, after the end of each month), in a form approved by the Employer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the relevant report on progress in accordance with Clause 41. [Program and Progress].</p> <p>55.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:</p> <ul style="list-style-type: none"> <li>(a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (f) below);</li> <li>(b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with the Clause 53.5 and Clause 59. [Price Adjustments];</li> <li>(c) any amount to be deducted for retention, calculated by applying the percentage of retention as per the Clause 60.[Retention] to the total of the above amounts,</li> <li>(d) any amounts to be added and deducted for the advance payment and repayments in accordance with Clause 63. [Advance Payment];</li> <li>(e) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 36.[Dispute Settlement],37.[Dispute Settlement by Arbitration]; and</li> <li>(f) the deduction of amounts included in previous Statements.</li> </ul> <p>55.3 The estimated contract value of the Works executed shall comprise the value of completed activities in the Activity Schedule and/or as methodology <b>stated in the SCC</b>.</p> <p>55.4 Schedule of Payments : If the Contract includes a Schedule of</p>

	<p>Payments specifying the installments in which the Contract Price will be paid, then unless otherwise stated in this Schedule:</p> <ul style="list-style-type: none"> <li>(a) the installments quoted in the Schedule of Payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Clause 55.2, subject to Clause 55.5; and</li> <li>(b) if these installments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less than that on which the Schedule of Payments was based, then the Employer may proceed in accordance with Clause 32. [Determinations] to agree or determine revised installments, which shall take account of the extent to which progress is less than that on which the installments were previously based.</li> </ul> <p>If the Contract does not include a Schedule of Payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 45 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.</p> <p>55.5 If the Contractor is entitled, under the Contract, to an interim payment for Plant and Materials which are not yet on the Site, the Contractor shall nevertheless not be entitled to such payment unless:</p> <ul style="list-style-type: none"> <li>(a) the relevant Plant and Materials are in the Country and have been marked as the Employer's property in accordance with the Employer's instructions; or</li> <li>(b) the Contractor has delivered, to the Employer, evidence of insurance and a bank guarantee in a form and issued by an entity approved by the Employer in amounts and currencies equal to such payment. This guarantee may be in a similar form to the form referred to in Clause 63. [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration.</li> </ul> <p>55.6 Payments due shall not be withheld, except that:</p> <ul style="list-style-type: none"> <li>(a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or</li> <li>(b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Employer, the value of this work or obligation may be withheld until the work or obligation has been performed.</li> </ul> <p>55.7 The Employer may, by any payment, make any correction or modification that should properly be made to any amount</p>
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	previously considered due. Payment shall not be deemed to indicate the Employer's acceptance, approval, consent or satisfaction.
56. Payments	<p>56.1 The Employer shall pay the Contractor the amounts certified by the Employer after assurance of the quality of the work as per the specification substantiated with the test report as enunciated in the Employers' requirement and in the activity schedule within 30 days of the date of each payment certificate.</p> <p>56.2 If the Employer makes a late payment, the Contractor shall be paid interest as <b>indicated in the SCC</b> on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made. The Contractor shall be entitled to this payment without formal notice, and without prejudice to any other right or remedy.</p> <p>56.3 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>56.3 Activities of the Works which are unpriced in the Activity Schedule, shall not be paid for by the Employer and shall be deemed covered by other activities prices in the Contract.</p>
57. Tax	57.1 The Employer shall not adjust the Contract Price in case of change in taxes, duties, and other levies.
58. Currency of Payment	<p>58.1 The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:</p> <p>(a) if the Accepted Contract Amount was expressed in Local Currency only:</p> <p>(i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Summary of Payment Currencies, except as otherwise agreed by both Parties;</p> <p>(ii) payments and deductions under Provisional Sums shall be made in the applicable currencies and proportions</p>
59. Price Adjustment	59.1 The contract shall not be subjected to price adjustment.
60. Retention	<p>60.1 The Employer shall retain from each payment due to the Contractor the proportion <b>stated in the SCC</b> until the expiry of the Defect Liability Period and Latent Defect Liability Period (if applicable).</p> <p>60.2 Upon the issue of a Defects Liability Certificate by the Employer, <b>in accordance with GCC 77.0</b>, half the total amount retained as per GCC 60.1 shall be repaid to the Contractor and half</p>

	<p>when the Contractor has submitted the evidence of submission of tax return to the concerned Internal Revenue Office.</p> <p>The Contractor shall ensure that the Retention Money Bank Guarantee (if applicable), furnished in accordance with GCC 60.3, remains valid until a date later than the date of issuance of the Defects Liability Certificate by the Employer. Upon issuance of the Defects Liability Certificate, the Contractor shall further ensure that fifty percent (50%) of the Retention Money, in the form of a Bank Guarantee furnished in accordance with GCC 60.3, remains valid for a minimum period of thirty (30) days beyond the date on which the Contractor submits documentary evidence of submission of the applicable tax return to the concerned Internal Revenue Office.</p>
	<p>60.3 If the Contractor submits a request for the release of retention money held pursuant to GCC 60.1 after completion of at least sixty percent (60%) of the total works, up to sixty percent (60%) of the retention amount deducted at the time of interim payments may be released to the Contractor. Prior to such release, the Contractor shall be required to submit an unconditional bank guarantee equivalent to one hundred ten percent (110%) of the amount to be released, issued by a Commercial Bank or Financial Institution eligible to issue such guarantees in accordance with the prevailing laws of Nepal.</p>
	<p>60.4 If retention money is substituted by bank guarantee in accordance with GCC 60.3, the bank guarantee shall be submitted either using the Retention Money Security Form included in Section X (Contract Forms) or in another Form acceptable to the employer.</p> <p>The validity of the bank guarantee under this sub-clause shall be at least 30 days beyond the end of intended Defect Liability Period and Latent Defect Liability Period (if applicable).</p>
	<p>60.5 If the Contractor fails to rectify the defects or carry out the required maintenance within the Defect Liability Period and/or Latent Defect Liability Period (if applicable), the Public Entity shall have the right to use the retention money, held pursuant to GCC 60.1 or the amount under the bank guarantee pursuant to GCC 60.3, to rectify such defects or perform the necessary maintenance.</p>
61. Liquidated Damages	<p>61.1 If contractor fails to complete the section of work as per the milestone, the Employer shall charge liquidated damage <b>as stated in the SCC</b>, but if the contractor completes the whole project within the intended project completion date, the employer shall pay back the amount equivalent to the previously charged liquidated damage to the contractor.</p> <p>61.2 If the Contractor fails to complete the works on or before the last date of intended completion date (initial or extended contract period where the time extension has been granted to the Contractor by the Employer), the Contractor shall subject to Clause 34. [Employer's Claims] pay liquidated damages to the Employer for this default. These liquidated damages shall be the</p>

	<p>sum <b>stated in the SCC</b>, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate.</p> <p>61.3 The total amount of liquidated damages shall not exceed the amount <b>defined in the SCC</b>. The Employer may deduct liquidated damages from payments due to the Contractor.</p> <p>61.4 These liquidated damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Clause 79. [Termination by Employer] prior to completion of the Works. These liquidated damages shall not relieve the Contractor from his obligation to complete the Works, or, from any other duties, obligations or responsibilities which he may have under the Contract.</p>
62. Bonus	<p>62.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day <b>stated in the SCC</b> for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Initial Intended Completion Date. The Employer shall certify that the Works are complete, although they may not be due to be complete.</p> <p>62.2 The total amount of Bonus shall not exceed the amount <b>defined in the SCC</b>.</p>
63. Advance Payment	<p>63.1 The Employer shall make an advance payment in two equal installments, as an interest-free loan for mobilization and design, when the Contractor submits an unconditional bank guarantee from 'A' class commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in accordance with the conditions of Contract using Sample Form for the Advance Payment included in Section X (Contract Forms), or anothera form acceptable to the Employer in amounts equal to the advance payment, in accordance with this Clause including the details <b>stated in the SCC</b>.</p> <p>63.2 The Contractor is to use the advance payment only to pay for Design, Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.</p> <p>63.3 The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor.</p> <p>63.4 The advance payment shall be amortized at the rate for repayments <b>as stated in SCC</b>, and it shall be calculated by dividing the total amount of the advance payment by the Contract Price stated in the Contract Agreement less Provisional Sums.</p> <p>63.5 No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations,</p>

	<p>price adjustments (if claimed under the contract), Compensation Events, Bonuses, or Liquidated Damages.</p>
	<p>63.6 The Advance Payment Security issued by any foreign Bank outside Nepal must be counter guaranteed by an 'A' class commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</p>
	<p>63.7 If the advance provided under GCC 63.1 is not repaid due to non-performance of the works under the contract, by the Contractor within the time period specified in the Contract, the Employer shall recover the advance by enforcing the bank guarantee as provided under GCC 63.1, and shall also recover interest on the advance amount from the Contractor at a rate <b>stated in SCC</b>.</p>
64. Securities	<p>64.1 The Performance Security (including any additional performance securities {above 5% of contract price} required as per the Prevailing Public Procurement Act and Regulation) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount <b>specified in the SCC</b>, by a 'A' class commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section X (Contract Forms), or another form acceptable to the Employer, and denominated in Nepali Rupees. The Performance Security (other than additional performance securities) shall be valid until a date 30 days from the date of issue of the Defect Liability Certificate in the case of a bank guarantee.</p> <p>The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Defect Liability Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.</p> <p>64.2 Any additional performance securities {above 5% of contract price} as per Clause 64.1 shall be valid until a date 30 days from the date of Taking Over of the Works and shall be returned within 15 days from the Taking Over of the Works.</p> <p>64.3 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an 'A' class commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</p> <p>64.4 The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of:</p>

	<p>(a) failure by the Contractor to extend the validity of the Performance Security as instructed by Employer, in which event the Employer may claim the full amount of the Performance Security,</p> <p>(b) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under Clause 34. [Employer's Claims] or Clause 36[Dispute Settlement] or Clause 37[ Dispute Settlement by Arbitration], within 45 days after this agreement or determination,</p> <p>(c) failure by the Contractor to remedy a default within 45 days after receiving the Employer's notice requiring the default to be remedied, or</p> <p>(d) circumstances which entitle the Employer to termination under Clause 79. [Termination by Employer], irrespective of whether notice of termination has been given.</p> <p>64.5 The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.</p> <p>64.6 The Employer shall return the Performance Security (other than additional performance securities) to the Contractor within 21 days after the Contractor has become entitled to receive the Performance Certificate.</p>
65. Day works	<p>65.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Employer has given written instructions in advance for additional work to be paid for in that way.</p> <p>65.2 For work of a minor or incidental nature, the Employer may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the daywork schedule included in the Contract, and the following procedure shall apply. If a daywork schedule is not included in the Contract, this Clause shall not apply.</p> <p>65.3 Before ordering Goods for the work, the Contractor shall submit quotations to the Employer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.</p> <p>65.4 Except for any items for which the daywork schedule specifies that payment is not due, the Contractor shall deliver each day to the Employer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:</p> <p>(a) the names, occupations and time of Contractor's Personnel,</p> <p>(b) the identification, type and time of Contractor's Equipment and Temporary Works, and</p> <p>(c) the quantities and types of Plant and Materials used.</p>

	65.5 One copy of each statement will, if correct, or when agreed, be signed by the Employer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Employer, prior to their inclusion in the next Statement under Clause 55.[Interim Payment Certificates].
66. Cost of Repairs	66.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Commencement Date and the end of the Defects Liability Period and Latent Defect Liability period (if applicable) shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
<b>Force Majeure</b>	
67. Definition of Force Majeure	<p>67.1 In this Clause, "Force Majeure" means an exceptional event or circumstance which:</p> <ul style="list-style-type: none"> <li>(a) is beyond a Party's control;</li> <li>(b) the Party could not reasonably have provided against before entering into the Contract;</li> <li>(c) having arisen, such Party could not reasonably have avoided or overcome; and</li> <li>(d) is not substantially attributable to the other Party.</li> </ul> <p>67.2 Force Majeure may comprise but is not limited to any of the following events or circumstances provided that conditions (a) to (d) above are satisfied:</p> <ul style="list-style-type: none"> <li>(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;</li> <li>(b) rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;</li> <li>(c) riot, commotion or disorder by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;</li> <li>(d) strike or lockout not solely involving the Contractor's Personnel and other employees of the Contractor and Subcontractors;</li> <li>(e) encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; or</li> <li>(f) natural catastrophes such as earthquake, hurricane or typhoon, volcanic activity, excessive rainfall (atibrishti), flood and landslide, pandemic.</li> </ul>
68. Notice of Force Majeure	68.1 If a Party is or will be prevented from performing any obligations under the Contract due to Force Majeure (the "affected Party" in this Clause), then the affected Party shall give a Notice to the other Party of such an Exceptional Event, and shall specify the obligations, the performance of which is or will be prevented (the "prevented obligations" in this Clause).

	<p>This Notice shall be given within 15 days after the affected Party became aware, or should have become aware, of the Exceptional Event, and the affected Party shall then be excused performance of the prevented obligations from the date such performance is prevented by the Exceptional Event. If this Notice is received by the other Party after this period of 15 days, the affected Party shall be excused performance of the prevented obligations only from the date on which this Notice is received by the other Party.</p> <p>68.2 The affected Party shall be excused performance of the prevented obligations for so long as such Force Majeure prevents the affected Party from performing them. Other than performance of the prevented obligations, the affected Party shall not be excused performance of all other obligations under the Contract. However, the obligations of either Party to make payments due to the other Party under the Contract shall not be excused by Force Majeure.</p>
69. Duty to Minimize Delay	<p>69.1 Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. If the Force Majeure has a continuing effect, the affected Party shall give further Notices describing the effect every 30 days after giving the first Notice under GCC 68 [Notice of Force Majeure].</p> <p>69.2 The affected Party shall immediately give a Notice to the other Party when the affected Party ceases to be affected by the Force Majeure. If the affected Party fails to do so, the other Party may give a Notice to the affected Party stating that the other Party considers that the affected Party's performance is no longer prevented by the Force Majeure, with reasons.</p>
70. Consequences of Force Majeure	<p>70.1 If the Contractor is the affected Party and suffers delay and/or incurs Cost by reason of the Force Majeure of which he/she gave a Notice under GCC 68, the Contractor shall be entitled subject to GCC 37 to:</p> <p>(a) Extension of Time; and/or</p> <p>(b) if the Exceptional Event is of the kind described in sub-paragraphs (a) to (e) of GCC 67.2 and, in the case of sub-paragraphs (b) to (e) of that Sub-Clause, occurs in Nepal, payment of such Cost.</p>
71. Force Majeure Affecting Subcontractor	<p>71.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.</p>

72. Optional Termination, Payment and Release	<p>72.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 90 days by reason of Force Majeure of which notice has been given under GCC 68 [Notice of Force Majeure], or for multiple periods which total more than 150 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the date of termination shall take effect 7 days after the notice is received by the other Party, and the Contractor shall proceed in accordance with GCC 82. [Cessation of Work and Removal of Contractor's Equipment].</p> <p>72.2 Upon such termination, the Employer shall determine the value of the work done and issue a Payment Certificate, which shall include</p> <ul style="list-style-type: none"> <li>(a) the amounts payable for any work carried out for which a price is stated in the Contract;</li> <li>(b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;</li> <li>(c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;</li> <li>(d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and</li> <li>(e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.</li> </ul>
73. Release from Performance	<p>73.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which</p> <ul style="list-style-type: none"> <li>(i) makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations; or</li> <li>(ii) under the law governing the Contract, entitles the Parties to be released from further performance of the Contract,</li> </ul> <p>and if the Parties are unable to agree on an amendment to the Contract that would permit the continued performance of the Contract, then after either Party to the other Party of such event or circumstance,</p> <ul style="list-style-type: none"> <li>(a) the Parties shall be discharged from further performance, and without prejudice to the rights of either Party in respect of any previous breach of the Contract; and</li> <li>(b) the amount payable by the Employer to the Contractor shall be the same as would have been payable under GCC 72 [Optional Termination, Payment and Release] if the</li> </ul>

	Contract had been terminated under GCC 72 [Optional Termination, Payment and Release].
<b>Finishing the Contract</b>	
74. Test on Completion	<p>74.1 The Contractor shall carry out the <b>Tests on Completion (as stated in the SCC)</b> in accordance with this Clause and Clause 48.[Tests] after providing the documents in accordance with Clause 78[ Operating and Maintenance Manuals].</p> <p>74.2 The Contractor shall give to the Employer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 15 days after this date, on such day or days as the Employer shall instruct.</p> <p>74.3 Unless otherwise <b>stated in the SCC</b>, the Tests on Completion shall be carried out in the following sequence:</p> <ul style="list-style-type: none"> <li>(a) pre-commissioning tests, which shall include the appropriate inspections and ("dry" or "cold") functional tests to demonstrate that each item of Plant can safely under-take the next stage,(b);</li> <li>(b) commissioning tests, which shall include the specified operational tests to demonstrate that the Works can be operated safely and as specified, under all available operating conditions; and</li> <li>(c) trial operation, which shall demonstrate that the Works perform reliably and in accordance with the Contract.</li> </ul> <p>74.4 During trial operation, when the Works are operating under stable conditions, the Contractor shall give notice to the Employer that the Works are ready for any other Tests on Completion, including performance tests to demonstrate whether the Works conform with criteria specified in the Employer's Requirements and with the Performance Guarantees.</p> <p>74.5 Trial operation shall not constitute a taking-over under Clause 76 [Taking Over of the Works]. Unless otherwise stated in the SCC, any product produced by the Works during trial operation shall be the property of the Employer.</p> <p>74.6 In considering the results of the Tests on Completion, appropriate allowances shall be made for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, , have passed each of the Tests on Completion described in Clause 74.3 (a), (b) or (c), the Contractor shall submit a certified report of the results of these Tests to the Employer.</p> <p>74.7 If the Tests on Completion are being unduly delayed by the Employer, Clause 48.7 and/or Clause 74.13, 74.14 shall be applicable.</p>

	<p>74.8 If the Tests on Completion are being unduly delayed by the Contractor, the Employer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Employer.</p> <p>74.9 If the Contractor fails to carry out the Tests on Completion; within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. These Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.</p> <p>74.10 If the Works, , fail to pass the Tests on Completion, Clause 49.1 shall apply, and the Employer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.</p> <p>74.11 If the Works, fail to pass the Tests on Completion repeated under Clause 74.10, the Employer shall be entitled to:</p> <ul style="list-style-type: none"> <li>(a) order further repetition of Tests on Completion under Clause 74.10;</li> <li>(b) if the failure deprives the Employer of substantially the whole benefit of the Works , reject the Works (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of 50.1; or</li> <li>(c) issue a Taking-Over Certificate.</li> </ul> <p>74.12 In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. In such case, the extent of the failure shall be <b>defined in the SCC</b> or in the Employer's Requirements, minimum acceptable performance criteria shall also be specified. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under Clause 34. [Employer's Claims] and Clause 32. [Determinations].</p> <p>74.13 If the Contractor is prevented, for more than 15 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible, the Contractor shall carry out the Tests on Completion as soon as practicable.</p> <p>74.14 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to:</p>
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	<p>(a) an extension of time for any such delay, if completion is or will be delayed, under Clause 42 [Extension of Intended Completion Date], and</p> <p>(b) payment of any such Cost, which shall be added to the Contract Price.</p> <p>74.15 After receiving this notice, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine these matters.</p>
75. Tests after Completion	<p>75.1 If Tests after Completion are specified in the Contract, this Clause shall apply. Unless otherwise stated in the SCC:</p> <p>(a) The Employer shall provide all electricity, fuel and materials, and make the Employer's Personnel and Plant available;</p> <p>(b) the Contractor shall provide any other plant, equipment and suitably qualified and experienced staff, as are necessary to carry out the Tests after Completion efficiently; and</p> <p>(c) the Contractor shall carry out the Tests after Completion in the presence of such Employer's and/or Contractor's Personnel as either Party may reasonably request.</p> <p>75.2 The Tests after Completion shall be carried out as soon as is reasonably practicable after the Works have been taken over by the Employer. The Employer shall give to the Contractor 21 days' notice of the date after which the Tests after Completion will be carried out. Unless otherwise agreed, these Tests shall be carried out within 15 days after this date, on the day or days determined by the Employer.</p> <p>75.3 The results of the Tests after Completion shall be compiled and evaluated by the Contractor, who shall prepare a detailed report. Appropriate account shall be taken of the effect of the Employer's prior use of the Works.</p> <p>75.4 If the Contractor incurs Cost as a result of any unreasonable delay by the Employer to the Tests after Completion, the Contractor shall (i) give notice to the Employer and (ii) be entitled subject to Clause 35. [Contractor's Claims] to payment of any such Cost, which shall be added to the Contract Price.</p> <p>75.5 After receiving this notice, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine this Cost.</p> <p>75.6 If, for reasons not attributable to the Contractor, a Test after Completion on the Works cannot be completed during the Defects Liability Period, then the Works shall be deemed to have passed this Test after Completion.</p> <p>75.7 If the Works, fail to pass the Tests after Completion:</p> <p>(a) execute all work required to remedy defects or damage,</p>

	<p>as may be notified by the Employer on or before the expiry date of the Defects Liability Period for the Works , and</p> <p>(b) either Party may then require the failed Tests, and the Tests after Completion on any related work, to be repeated under the same terms and conditions.</p> <p>75.8 If and to the extent that this failure and retesting are attributable to any of the matters listed below:</p> <ul style="list-style-type: none"> <li>(a) the design of the Works,</li> <li>(b) Plant, Materials or workmanship not being in accordance with the Contract,</li> <li>(c) improper operation or maintenance which was attributable to matters for which the Contractor is responsible (under Clauses 78 or otherwise), or</li> <li>(d) failure by the Contractor to comply with any other obligation.</li> </ul> <p>;and cause the Employer to incur additional costs, the Contractor shall subject to Clause 34. [Employer's Claims] pay these costs to the Employer.</p> <p>75.9 If the following conditions apply, namely:</p> <ul style="list-style-type: none"> <li>(a) the Works, fail to pass any or all of the Tests after Completion,</li> <li>(b) the relevant sum payable as non-performance damages for this failure is stated (or its method of calculation is defined) in the Contract, and</li> <li>(c) the Contractor pays this relevant sum to the Employer during the Defects Liability Period , then the Works shall be deemed to have passed these Tests after Completion.</li> </ul> <p>then the Works or Section shall be deemed to have passed these Tests after Completion. In such case, the method of calculating the non-performance damages (based on the extent of the failure) shall be <b>defined in the SCC or in the Employer's Requirements</b>, and the minimum acceptable performance criteria shall also be specified. Results lower than minimum acceptable performance criteria, shall be cause of rejection of the Works or Section and Cost shall be recovered from the Contractor as determined as per the Clause 32.[Determinations].</p> <p>75.10 If the Works, fail to pass a Test after Completion and the Contractor proposes to make adjustments or modifications to the Works or such Section, the Contractor may be instructed by (or on behalf of) the Employer that right of access to the Works cannot be given until a time that is convenient to the Employer. The Contractor shall then remain liable to carry out the adjustments or modifications and to satisfy this Test, within a reasonable period of receiving notice by (or on behalf of) the Employer of the time that is convenient to the Employer. However, if the Contractor does not receive this</p>
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	<p>notice during the relevant Defects Liability Period, the Contractor shall be relieved of this obligation and the Works (as the case may be) shall be deemed to have passed this Test after Completion.</p> <p>75.11 If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in permitting access to the Works or Plant by the Contractor, either to investigate the causes of a failure to pass a Test after Completion or to carry out any adjustments or modifications, the Contractor shall (i) give notice to the Employer and (ii) be entitled subject to Clause 35. [Contractor's Claims] to payment of any such Cost, which shall be added to the Contract Price.</p> <p>75.12 After receiving this notice, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine this Cost.</p>
76. Taking Over of the Works	<p>76.1 Except as stated in Clause 74.11 and 74.12, the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, and except as allowed in Clause 76.3(a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Clause.</p> <p>76.2 The Contractor may apply by notice to the Employer for a Taking-Over Certificate not earlier than 15 days before the Works will, in the Contractor's opinion, be complete and ready for taking over.</p> <p>76.3 The Employer shall, within 30 days after receiving the Contractor's application:</p> <ul style="list-style-type: none"> <li>(a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works were completed in accordance with the Contract, except for any defects which will not substantially affect the use of the Works for their intended purpose (either until or whilst this work is completed and these defects are remedied); or</li> <li>(b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Clause.</li> </ul> <p>76.4 If the Employer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period</p>
77. Final Account	<p>77.1 Performance Certificate: Performance of the Contractor's obligations shall not be considered to have been completed until the Employer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Employer shall issue the</p>

	<p>Performance Certificate within 30 days after the latest of the expiry dates of the Defects Liability Period and Latent Defects Liability Period (If Applicable), or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. If the Employer fails to issue the Performance Certificate accordingly:</p> <ul style="list-style-type: none"> <li>(a) the Performance Certificate shall be deemed to have been issued on the date 30 days after the date on which it should have been issued, as required by this Clause, and</li> <li>(b) The Clause 89.1 and sub-paragraph (a) of Clause 77.7 shall be inapplicable.</li> </ul> <p>Only the Performance Certificate shall be deemed to constitute acceptance of the Works.</p> <p>77.2 Within 60 days after receiving the Performance Certificate, the Contractor shall submit, to the Employer, six copies of a draft Final Account with supporting documents showing in detail in a form approved by the Employer:</p> <ul style="list-style-type: none"> <li>(a) the value of all work done in accordance with the Contract, and</li> <li>(b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.</li> </ul> <p>77.3 If the Employer disagrees with or cannot verify any part of the draft Final Account, the Contractor shall submit such further information as the Employer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Employer the Final Account as agreed. This agreed statement is referred to in these Conditions as the "Final Account".</p> <p>77.4 However if, following discussions between the Parties and any changes to the draft Final Account which are agreed, it becomes evident that a dispute exists, the Employer shall pay the agreed parts of the draft Final Account in accordance with Clause 55.[Interim Payment Certificate]. Thereafter, if the dispute is finally resolved under Clause 36. [Dispute Settlement] or Clause 37.[Dispute Settlement by Arbitration], the Contractor shall then prepare and submit to the Employer a Final Account.</p> <p>77.5 When submitting the Final Account, the Contractor shall submit a written discharge which confirms that the total of the Final Account represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the out-standing balance of this total, in which event the discharge shall be effective on such date.</p> <p>77.6 Within 45 days after receiving the Final Account and written discharge, the Employer shall pay to the Contractor the amount which is finally due, less all amounts previously paid by the Employer and any deductions in accordance with Clause 34. [Employer's Claims]</p>
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	<p>77.7 The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it, in the Final Account. However, this Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.</p>
78. Operating and Maintenance Manuals	<p>78.1 As required under the Contract, the Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Clause. Two copies shall be supplied to the Employer prior to the commencement of the Tests on Completion.</p> <p>78.2 In addition, the Contractor shall supply to the Employer as-built drawings of the Works, showing all Works as executed, and submit them to the Employer for review under Clause 27. [Design by Contractor]. The Contractor shall obtain the consent of the Employer as to their size, the referencing system, and other relevant details.</p> <p>78.3 Prior to the issue of any Taking-Over Certificate, the Contractor shall supply to the Employer the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Employer's Requirements. The Works shall not be considered to be completed for the purposes of taking-over under Sub Clause 76. [Taking Over of the Works] until the Employer has received these documents.</p> <p>78.4 As required under the Contract, prior to commencement of the Tests on Completion, the Contractor shall supply to the Employer provisional operation and maintenance manuals in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Plant. The Works shall not be considered to be completed for the purposes of taking-over under Clause 76. [Taking Over of the Works] until the Employer has received final operation and maintenance manuals in such detail, and any other manuals specified in the Employer's Requirements. for these purposes.</p>
79. Termination by Employer	<p>79.1 If the Contractor fails to carry out any obligation under the Contract, the Employer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.</p> <p>79.2 The <b>Employer</b> shall be entitled to terminate the Contract if the Contractor:</p> <ul style="list-style-type: none"> <li>(a) fails to comply with Clause 64 [Securities] or with a notice under Clause 79.1,</li> <li>(b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,</li> </ul>

	<p>(c) without reasonable excuse fails to proceed with the Works in accordance with Clause 41 [Program and Progress],</p> <p>(d) subcontracts the whole of the Works or assigns the Contract without the required agreement,</p> <p>(e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events,</p> <p>(f) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 84.1. However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.</p> <p>(g) The Contractor uses the advance payment for matters other than the contractual obligations,</p> <p>(h) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;</p> <p>(i) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;</p> <p>(j) the Employer gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Sub clause 26.1 and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Employer;</p> <p>(k) the Contractor does not maintain a Security, which is required;</p> <p>(l) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, <b>as defined in the SCC</b>;</p> <p>79.3 In any of these events or circumstances, the Employer may, upon giving 15 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site.</p> <p>79.4 However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately.</p> <p>79.5 The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.</p> <p>79.6 The Contractor shall then leave the Site and deliver any required Goods, all Contractors' Documents, and other design documents made by or for him, to the Employer. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer.</p> <p>79.7 However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the</p>
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	<p>protection of life or property or for the safety of the Works. After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.</p> <p>79.8 The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.</p> <p>79.9 The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after, the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor. After this termination, the Contractor shall proceed in accordance with Clause 82. [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Clause 83 [Payment upon Termination].</p>
80. Contractor's Entitlement to Suspend Work	<p>80.1 If the Employer fails to comply with Clause 63. [Advance Payment] or Clause 56.1, the Contractor may, after giving not less than 45 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the reasonable evidence or payment, as the case may be and as described in the notice. The Contractor's action shall not prejudice his entitlements to financing charges under Clause 56.2 and to termination under Clause 81. [Termination by Contractor].</p> <p>80.2 If the Contractor subsequently receives such evidence or payment (as described in the relevant Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p> <p>80.3 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Clause, the Contractor shall give notice to the Employer and shall be entitled subject to Clause 35. [Contractor's Claims] to:</p> <p class="list-item-l1">(a) payment of any such Cost, which shall be added to the Contract Price.</p> <p>After receiving this notice, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine these matters.</p>

<p>81. Termination by Contractor</p>	<p>81.1 The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none"> <li>(a) the Contractor does not receive the reasonable evidence within 45 days after giving notice under Clause 80.1 in respect of a failure to comply Employer's Obligation under the Clause 56. [Payments],</li> <li>(b) the Contractor does not receive the amount due within 90 days after the expiry of the time as per Clause 63.1 within which payment is to be made (except for deductions in accordance with Clause 34. [Employer's Claims]),</li> <li>(c) the Employer substantially fails to perform his obligations under the Contract,</li> <li>(d) the Employer fails to comply with Clause 7. [Assignment],</li> <li>(e) a prolonged suspension affects the whole of the Works as described in Clause 44.5, or</li> <li>(f) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.</li> </ul> <p>In any of these events or circumstances, the Contractor may, upon giving 15 days' notice to the Employer, terminate the Contract. However, in the case of subparagraph (e) or (f), the Contractor may by notice terminate the Contract immediately.</p> <p>81.2 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.</p>
<p>82. Cessation of Work and Removal of Contractor's Equipment</p>	<p>82.1 After a notice of termination under Clause 79.9, Clause 81. [Termination by Contractor] or Clause 72 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:</p> <ul style="list-style-type: none"> <li>(a) cease all further work, except for such work as may have been instructed by the Employer for the protection of life or property or for the safety of the Works,</li> <li>(b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and</li> <li>(c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.</li> </ul>
<p>83. Payment upon Termination</p>	<p>83.1 As soon as practicable after a notice of termination under Clause 79. [Termination by Employer] has taken effect, the Employer shall proceed in accordance with Clause 32. [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.</p>

	<p>83.2 After a notice of termination under Clause 79. [Termination by Employer] other than Termination by Convenience as per Clause 79.9 has taken effect, the Employer may:</p> <ul style="list-style-type: none"> <li>(a) proceed in accordance with Clause 34. [Employer's Claims],</li> <li>(b) with-hold further payments to the Contractor until the costs of design, execution, completion and remedying of any defects, liquidated damages (if any), and all other costs incurred by the Employer, have been established, and/or</li> <li>(c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.</li> <li>(d) forfeit the Performance Security</li> </ul> <p>If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>83.3 After a notice of termination under Clause 81. [Termination by Contractor] or Termination by Convenience as per Clause 79.9 has taken effect, the Employer shall promptly:</p> <ul style="list-style-type: none"> <li>(a) return the Performance Security to the Contractor,</li> <li>(b) pay the Contractor in accordance with Clause 72. [Optional Termination, Payment and Release], and</li> <li>(c) pay to the Contractor the amount of any loss of profit or other loss or damage sustained by the Contractor as a result of this termination.</li> </ul>
84. Fraud and Corruption	<p>84.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.</p> <p>84.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with GCC Clause 18.</p> <p>For the purposes of this GCC 84;</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.</li> <li>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose,</li> </ul>

	<p>including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb) acts intended to materially impede the exercise of the GON’s/DP’s inspection and audit rights provided for under GCC 33.4.</p>
85. Black Listing	<p>85.1 Without prejudice to any other rights of the Employer under this Contract, GoN, Public Procurement Monitoring Office (PPMO), on the recommendation of procuring entity, may blacklist a Contractor for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the contractor:</p> <p>(a) if it is established that the Contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract;</p> <p>(b) If convicted from a court of law in a criminal offense liable to be disqualified for taking part in procurement contract;</p> <p>(c) If it is established that the Contractor, directly or through an agent, has engaged in corrupt, collusive, coercive, obstructive or fraudulent practices in competing for or in executing the Contract;</p> <p>(d) if it is established that the contract agreement signed by the contractor was based on false or misrepresentation of contractor’s qualification information.</p>
86. Release from Performance	<p>86.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p>

87. Suspension of DP Loan/ Credit/Grant	<p>87.1 In the event that the DP suspends the loan/ credit/grant to the Employer from which part of the payments to the Contractor are being made:</p> <p>(a) the Employer is obligated to notify the Contractor of such suspension within 7 days of having received the DP's suspension notice; and</p> <p>(b) if the Contractor has not received sums due him within the 30 days for payment provided for in GCC 56.1, the Contractor may immediately issue a 15-day termination notice.</p>
88. Eligibility	<p>88.1 The Contractor shall have the nationality of an eligible country <b>as stated in SCC</b>. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.</p> <p>88.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries <b>as stated in SCC</b> and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.</p> <p>88.3 For purposes of GCC 88.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.</p>
89. Quarries and Spoil Dumps	<p>89.1 Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.</p> <p>89.2 Any quarry operated as part of this Contract shall be maintained and left in a stable condition without steep slopes and be either refilled or drained and be landscaped by appropriate planting. Rock or gravel taken from a river shall be removed over some distance so as to limit the depth of material removed at any one location, not disrupt the river flow or damage or undermine the river banks. The Contractor shall not deposit excavated material on land in Government or private ownership except as directed by the Employer in writing or by permission in writing of the authority responsible for such land in Government ownership, or of the owner or responsible representative of the owner of such land in private ownership, and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.</p> <p>89.3 If all these items have not been removed within 30 days after the Employer issues the <b>Performance Certificate</b>, the Employer</p>

	<p>may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.</p> <p>89.4 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.</p>
90. Local Taxation	<p>90.1 The prices bid by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal on the date 30 days prior to the closing date for submissions of Bids on the Contractor's equipment, plant and materials acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Nepal on profits made by him in respect of the Contract.</p>
91. Value Added Tax	<p>91.1 The Contract is not exempted from value added tax. An amount specified in the schedule of taxes shall be paid by the Contractor in the concerned VAT office within time frame specified in VAT regulation.</p>
92. Income Taxes on Staff	<p>92.1 The Contractor's staff, personnel and labor will be liable to pay personal income taxes in Nepal in respect of their salaries and wages, as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions as may be imposed on him by such laws and regulations.</p> <p>92.2 The issue of the Final Account Certificate pursuant to clause GCC 77 shall be made only upon submittal by the Contractor of a certificate of income tax clearance from the Government of Nepal.</p>
93. Duties, Taxes and Royalties	<p>93.1 Unless otherwise <b>stated in the SCC</b>, the Contractor shall pay all royalties, rents and other payments for:</p> <p>(a) natural Materials obtained from outside the Site, and</p> <p>(b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.</p> <p>93.2 Any element of royalty, duty or tax in the price of any goods including fuel oil, and lubricating oil, cement, timber, iron and iron goods locally procured by the Contractor for the works shall be included in the Contract rates and prices and no reimbursement or payment in that respect shall be made to the Contractor.</p> <p>93.3 The Contractor shall familiarize himself with GON the rules and regulations with regard to customs, duties, taxes, clearing of goods and equipment, immigration and the like, and it will be necessary for him to follow the required procedures regardless of the assistance as may be provided by the Employer wherever possible.</p> <p>93.4 The Contractor shall pay and shall not be entitled to the</p>

	reimbursement of cost of extracting construction materials such as sand, stone/boulder, gravel, etc. from the river beds or quarries. Such prices will be levied by the Local Level as may be in force at the time. The Contractor, subcontractor(s) employed directly by him and for whom he is responsible, will not be exempted from payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the Local Level.
94. Member of Government, etc, not Personally Liable	94.1 No member or officer of GoN or the Employer or the Employer 'Representatives shall be in any way personally bound or liable for the act or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of act, matter or thing which are herein contained.
95. Compliance with Regulations for Explosives	95.1 No explosives of any kind shall be used by the Contractor without the prior consent of the Employer in writing and the Contractor shall provide, store and handle these and all other items of every kind whatsoever required for blasting operations, all at his own expense in a manner approved in writing by the Employer. 95.2 The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.
96. Permission for Blasting	96.1 The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected by blasting operation.
97. Records of Explosives	97.1 Before the beginning of the Defects Liability Period, the Contractor shall account to the satisfaction of the Employer for all explosives brought on to the Site during the execution of the Contract and the Contractor shall remove all unused explosives from the Site on completion of works when ordered by the Employer.
98. Traffic Diversion	98.1 The Contractor shall include the necessary safety procedures regarding and pedestrian traffic diversion that is needed in execution of the works. The Contractor shall include in his costing of works, any temporary works or diversion that are needed during the construction period. All traffic diversion should be designed for the safety of both the motoring public and the men at work. It shall ensure the uninterrupted flow of traffic and minimum inconvenience to the public during the period concerned. As such, adequate warning signs, flagmen and other relevant safety precautionary measures shall be provided to warn motorists and pedestrians well ahead of the intended diversion as directed by the Employer. All traffic devices used shall be designed in accordance with the instruction of Employer.

## **Section IX: Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

## Special Conditions of Contract

A. General	
GCC 1.1 (m)	The Commencement Date shall be ..... <i>[insert date]</i>
GCC 1.1 (t)	The Employer is <b><i>[Insert the Name and Address of the Employer]</i></b>
GCC 1.1 (u)	<p>The Employer's Representative is <b><i>[Insert the Name and Address of the Employer here and Their ToR in Annex 2]</i></b></p> <p>or</p> <p>Employer shall appoint from time to time by the under Clause 13.</p>
GCC 1.1 (z)	<p>The Intended Completion Date for the whole of the Works shall be <b><i>[insert intended completion date: Engineering, Procurement and Construction Works [Construction Period]</i></b></p>
GCC 1.1 (hh)	<b><i>[insert Site Details] or Refer to Employer's Requirements</i></b>
GCC 1.1 (pp)	The Works consist of ..... <i>[insert brief summary of the works]</i> <b><i>Refer Sections of Employer's Requirement</i></b>
GCC 1.1 (qq)	<p>Contractor <b><i>[Insert "is" or "is not"]</i></b>. responsible for Operation and Maintenance in the contract.</p> <p><i>If Contractor is responsible for Operation and Maintenance, Employer shall mention the relevant clauses required during operation &amp; maintenance period].</i></p>
GCC 2.2	Sectional Completions (Milestones) are: ..... <i>[insert detail if applicable]</i>
GCC 2.3(i)	The following documents also form part of the Contract: ..... <i>[insert if any other documents]</i>
GCC 3.1	The law that applies to the Contract is the law of NEPAL
GCC 3.4	The language of the contract is <b>ENGLISH / NEPALI</b> The ruling language of the contract is <b>ENGLISH</b>
GCC 10.1	<b><i>[Mention, if any]</i></b>
GCC 15.1(a)	<p>The agreed electronic transmission shall be....</p> <p><b>For Employer:</b> <i>[Insert E-mail or any other such means of Employer and]</i></p> <p><b>For Contractor:</b> <i>[Insert E-mail or E-Fax or any other such means].</i></p>

GCC 16.1	<p><b><u>For GoN Funded:</u></b></p> <p><b>Maximum percentage of subcontracting permitted is 25% of the total contract amount.</b></p> <p><b>Nature of Works that agreed to be subcontracted and Details of Sub-Contractors:</b></p> <ol style="list-style-type: none"> <li>1. ....</li> <li>2. ....</li> </ol> <p><b>Qualification Criteria</b></p> <p>The proposed sub-contractor shall meet the following <b>requirements</b>:</p> <ol style="list-style-type: none"> <li>1) Experience of the work being subcontracted ,equivalent to Completion of 80% of the quantity of such work</li> <li>2) Average Annual Construction Turnover(Best of Three Fiscal Year) of Last Ten Years, for the proposed work should be at least <math>1.5 * V/T</math> where V is the work being subcontracted and T is time to complete the proposed work in year. For contract duration of up to 1 year, T shall be “1”.</li> </ol> <p><b>Financial Resources:</b> The sub contract must demonstrate that it has the financial resources to meet its current contract commitment plus three months’ requirements for the sub contracted work.</p> <p><b><u>For DP Funded:</u></b></p> <p>[insert the following text if sub-contracting is permitted]</p> <p>Maximum percentage of subcontracting permitted is: <i>[ sub-contracting percentage should be same as in ITB 34.1]%</i> of the total contract amount.</p> <p><b>Nature of Works that can be sub contracted:</b></p> <ol style="list-style-type: none"> <li>1. ....</li> <li>2. ....</li> </ol> <p><b>Qualification Criteria</b></p> <p>The proposed sub-contractor shall meet the following <b>requirements</b>:</p> <ol style="list-style-type: none"> <li>1) Experience of the work being subcontracted ,equivalent to Completion of 80% of the quantity of such work</li> <li>2) Average Annual Construction Turnover(Best of Three Fiscal Year) of Last Ten Years, for the proposed work should be at least <math>1.5 * V/T</math> where V is the work being subcontracted and T is time to complete the proposed work in year. For contract duration of up to 1 year, T shall be “1”.</li> </ol> <p><b>Financial Resources:</b> The sub contract must demonstrate that it has the financial resources to meet its current contract commitment plus three months’ requirements for the sub contracted work.</p>
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GCC 17.1	Schedule of other contractors: ..... <b>[Insert details as appropriate].</b>
GCC 19.4	<p>[insert the details as below; If the Contractor is to occupy the Employer's facilities temporarily]</p> <p>Details of the items with the respective dates of use or occupation by the Contractor, up to the respective dates of hand-over or cessation of occupation.</p>
GCC 23.2	<p>The minimum insurance amounts and deductibles shall be:</p> <ol style="list-style-type: none"> <li>1. The minimum cover for loss of or damage to the Works, Plant and Materials is: <b>[insert percent]</b> of the Contract Amount.</li> <li>2. The maximum deductible for insurance of the Works, Plant and Materials is: <b>[insert amount as per the provision of Nepal Insurance Authority; in no case shall not be more than 2% of Insured Amount]</b></li> <li>3. The minimum cover for loss or damage to immovable Equipment is : <b>[insert amount]</b></li> <li>4. The maximum deductible for insurance of immovable Equipment is: <b>[insert amount as per the provision of Nepal Insurance Authority; in no case shall not be more than 2% of Insured Amount]</b></li> <li>5. The minimum for insurance of other property is: <b>[insert amount]</b> with unlimited number of occurrences</li> <li>6. The maximum deductible for insurance of other property is: <b>[insert amount as per the provision of Nepal Insurance Authority; in no case shall not be more than 2% of Insured Amount]</b></li> <li>7. The minimum cover for personal injury or death insurance <ul style="list-style-type: none"> <li>i. for the Contractor's employees is that specified in the Labor act of Nepal and</li> <li>ii. for other people including Employer's Representatives is :<b>[insert amount]</b> with an unlimited number of occurrences.</li> </ul> </li> <li>8. The minimum cover for Liability for breach of professional duty in an amount not less than <b>[insert percent]</b> of the Contract Amount.</li> </ol>
GCC 24.1	Site Data, Conceptual Report and any such Reports are: ..... <b>[list documents and attach in Annex 1].</b>
GCC 27.5	The Period shall be..... <b>[Insert the required duration].</b>
GCC 30.1	<p>The right of access to and Possession of Site Date(s) shall be: ..... <b>[insert location(s) and date(s)]</b></p> <p><i>[Note: If the Site is made available by section, the different dates should be listed here]</i></p>
GCC 31.3	<b>[insert additional clauses, if required]</b>
GCC 37.1	The place of arbitration shall be: ..... <b>[insert place]</b>
GCC 38.12	The list of Key Personnel and their Qualifications:

C. Time Control	
GCC 41.1	The Contractor shall submit for approval a Program for the Works within ..... <i>[Insert days]</i> days from the date of the Letter of Acceptance.
GCC 41.7	<i>[insert the period of progress report required, other monthly progress reports]</i>
D. Quality Control	
GCC 49.1	The Defects Liability Period is: <i>[insert 1825 days or more as per required by Employer]</i> .
GCC 49.9	The Latent Defects Liability Period is <i>[Insert "Applicable" or "Not applicable" to be decided by the Employer]</i> : <i>[If Applicable, insert .....days as required by Employer]</i> .
<b>GCC 49.10 (b)</b>	The period of validity of the Warranty shall be: <i>[insert the period of validity of the warranty]</i> .
<b>GCC 49.10 sub-clause (d) &amp; (e)</b>	The Contractor shall correct any defects covered by the Warranty within: <i>[insert period, i.e. number of days]</i> of being notified by the Employer of the occurrence of such defects.
E. Cost Control	
GCC 51.6	<i>[insert additional clauses, if required]</i>
GCC 55.1	<i>[insert period of payment other than monthly basis]</i>
GCC 55.3	<i>[insert the methodology to estimate contract value of the Works executed ]</i>
GCC 55.4	<i>Schedule of Payment :</i>
GCC 56.2	<i>[insert the prevailing interest rate]</i>
GCC 59.1	The contract shall not be subjected to Price Adjustment.
GCC 60.1	The proportion of payments retained is: For GoN Funded: 5 (five) percent For DP Funded: ..... <i>[Insert 5 (five) to 10 (ten) percent]</i>
GCC 61.1	The liquidated damages for each milestone of the Works are ..... <i>[the percentage shall be filled by the employer according to the rate prescribed by PPR]</i> Percent of the price of total works covered in each milestone in activity schedule per day.
GCC 61.2	The liquidated damages for the whole of the Works are ..... <i>[the percentage shall be filled by the employer according to the rate prescribed by PPR]</i> Percent of the final Contract Price (without VAT but including PS) per day.

GCC 61.3	The maximum amount of liquidated damages for the whole of the Works is .....[ <i>the percentage shall be filled by the employer according to the rate prescribed by PPR</i> ] Percent of the <b>Final Contract Price</b> (without VAT but including PS).
GCC 62.1	The provision of bonus [ <i>Insert "Applicable" or "Not Applicable"</i> ] in the contract. If Applicable, the Bonus for the whole of the Works is 0.05 Percent per day.
GCC 62.2	If provision of Bonus Applicable, the maximum amount of Bonus for the whole of the Works is [ <i>Insert Percentage</i> ] Percent of the <b>Final Contract Price</b> (without VAT but including PS).
GCC 63.1	The provision of Advance Payments [ <i>Insert "Applicable" or "Not Applicable"</i> ] in the contract. If Applicable, the Advance Payments shall be: [ <i>Insert Percentage</i> ] percent of <i>initial contract amount</i> (without VAT but including PS) and shall be paid in two equal installments to the Contractor. <i>[specify how and when the installments will be paid]</i>
GCC 63.4	Deductions from Payment Certificates will commence in the Cumulative value of works executed exceeds 30% of the Initial Contract Price. Deduction will be at the rate of [ <i>Insert percentage</i> ] <sup>11</sup> of the respective Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract period.
GCC 63.7	Recover interest on the advance amount from the Contractor should be at a rate of <b>10 %</b> .
GCC 64.1	The Performance Security amount is: .....[ <i>Insert required amount</i> ] <b>[Method of Calculation:</b> i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate (including Provisional Sum amount) the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate (including Provisional Sum amount), the performance security amount shall be determined as follows: Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax ]
<b>G. Finishing the Contract</b>	
GCC 74.1	<b>[List out the Tests required On Completion of Contract or Refer any relevant Employer's Requirement/Codes]</b>
GCC 74.5	<i>[insert additional clauses, if required]</i>

<sup>11</sup> [ $\% \text{ of advance payment} \times 100/(80-30)$ ]

GCC 74.12	<b>[Insert the details of extent of the failure or minimum acceptable performance criteria under the Clause 74.12] or Refer the Employer's Requirements. ]</b>
GCC 75.1	<b>[List out the Tests required after Completion of Contract or Refer any relevant Employer's Requirement/Codes]</b>
GCC 75.9	<b>[Insert the details of extent of the failure or minimum acceptable performance criteria under the Clause 74.12] or Refer the Employer's Requirements. ]</b> <b>and</b> <b>[Methods of Non-Performance Damage Calculation]</b>
GCC 78.1	The date by which operating and maintenance manuals are required is; ..... <i>[Insert date]</i>
GCC 78.2	The date by which “as built” drawings are required is: ..... <i>[Insert date]</i>  The amount to be withheld for failing to produce “as built” drawings and/or Operating and maintenance manuals is: ..... <i>[Insert Amount]</i>
GCC 79.2 (l)	The maximum number of days is: <b>200</b>
GCC 88.1	<b>[Insert the List Nationality of an eligible Country]</b>
GCC 88.2	<b>[Insert the List Origin in an eligible Country]</b>
GCC 93.1	<i>[insert additional clauses, if required]</i>

## **Section X: Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

**Letter of Intent**  
[on letterhead paper of the Employer]

Date: .....

To: ..... *Name and address of the Contractor* .....

**Subject:** ..... **Issuance of letter of intent to award the contract** .....

This is to notify you that, it is our intention to award the contract ..... [*insert date*] ..... for execution of the ..... [*insert name of the contract and identification number, as given in the SCC*] to you as your bid price ..... [*insert amount in figures and words in the currency (Nepali Rupees / US Dollar)*] as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

Title: .....

CC:

[Insert name and address of all other Bidders, who submitted the bid]

**[Notes on Letter of Intent]**

*The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.]*

**Letter of Acceptance**  
[on letterhead paper of the Employer]

Date: .....

To: ..... *Name and address of the Contractor* .....

**Subject:** ..... *Notification of Award*

This is to notify that your Bid dated ..... *date* ..... for execution of the ..... *name of the contract and identification number, as given in the SCC* ..... for the Contract price of Nepali Rupees *[insert amount in figures and words in Nepali Rupees]*, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days with Performance Security of **NPR** ..... in accordance with the Conditions of Contract, using for that purpose the Performance security Form included in Section X (Contract Forms) of this Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

## Contract Agreement

THIS AGREEMENT made the .....day of.....between.....  
name of the Employer .....(hereinafter “the Employer”), of the one part, and  
.....name of the Contractor .....(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as ..... name of the Contract .....should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works *[Insert “including warranty, operation and maintenance” (if warranty, operation and maintenance is/are applicable in the contract)]* and the remedying of any defects in the sum of NPR .....*[insert amount of contract price in words and figures including taxes]*(hereinafter “the Contract Price”) through Engineering, Procurement and Construction (EPC) method as a Lumpsum Contract .

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) Contract Agreement,
  - (b) Letter of Acceptance,
  - (c) Letters of Technical Bid and Price Bid,
  - (d) Special Conditions of Contract,
  - (e) General Conditions of Contract,
  - (f) Employer’s Requirements,
  - (g) Activity Schedules, and
  - (i) Any other document listed in the SCC as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month and year indicated above.

Signed by .....  
for and on behalf the Contractor in the presence of

Witness, Name Signature, Address, Date

Signed by.....  
for and on behalf of the Employer in the presence of

Witness, Name, Signature, Address, Date

## **List of Approved Subcontractors**

In accordance with GCC Sub-Clause 16.1, The following Subcontractors are approved for carrying out the work as specified below.

<b>Name of Subcontractors</b>	<b>Description of Works</b>	<b>Value/Percentage of subcontract</b>

## Performance Security

(On letterhead paper of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

..... *Bank's Name, and Address of Issuing Branch or Office* .....

Beneficiary: ..... Name and Address of Employer .....

Date: .....

Performance Guarantee No.:.....

We have been informed that .... *[insert name of the Contractor]* (hereinafter called "the Contractor") has been notified by you to sign the Contract No. .... *[insert reference number of the Contract]* for the execution of ..... *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we..... *[insert name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....*[insert name of the currency and amount in figures\*]* (... .. *insert amount in words*) such sum being payable in Nepali Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the..... Day of ..... \*\*, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

### *Seal of Bank and Signature(s)*

Note:

*All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

\* *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepali Rupees.*

\*\* *Insert the date thirty days after the date specified for the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".*

## Advance Payment Security

**(On letterhead paper of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)**

..... *Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary: ..... *Name and address of employer*

Date : .....

Advance Payment Guarantee No.....

We have been informed that .....has entered into Contract No. .... *Name and Address of Employer*.....*name of the Contractor*.....(hereinafter called "the Contractor")..reference number of the Contract.....dated ..... with you, for the execution of ...contract and brief description of Works ..... (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum..... name of the currency and amount in figures\*....(*.... amount in words* ....) is to be made against an advance payment guarantee.

At the request of the Contractor, we..... *name of the Bank* ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....name of the currency and amount in figures\*.....(..... *amount in words* .....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor:

- (a) used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment when it has become due and payable in accordance with the conditions of the contract, specifying the amount payable by the contractor.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ..... day of .....\*\*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

.....  
**Seal of Bank and Signature(s)**

**Note:**

*All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

*\*The Guarantor shall insert an amount representing the amount of the advance payment in Nepali Rupees of the advance payment as specified in the Contract.*

*\*\* Insert the date Thirty days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".*

# Retention Money Security

(On letterhead paper of the Bank)

..... *Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary: \_\_\_\_\_ *[Insert name and Address of Employer]*

Date: \_\_\_\_\_ *[Insert date of issue]*

**RETENTION MONEY GUARANTEE No.:** *[Insert guarantee reference number]*

We have been informed that \_\_\_\_\_ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ *[insert reference number of the contract]* dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when at least eighty (80) percent of the whole works have been completed, progress of the works is satisfactory in accordance with the Contract as per approved work schedule and it can be assured that the works can be completed at the intended completion date, payment of *[insert the amount of the Retention Money]* is to be made against a Retention Money guarantee.

At the request of the Contractor, we, .. . *[insert name of the Bank]* ....., as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Nepalese Rupees \_\_\_\_\_ *[insert amount in figures and amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the .... day of ....., ... <sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_ *[Seal of Bank and signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

<sup>1</sup> The Guarantor shall insert the amount of the Retention Money.

<sup>2</sup> Insert the same expiry date which is 30 days more than the end of Defect Liability Period and Latent Defect Liability Period (if applicable) . The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

**ANNEX 1**  
**Site Data, Conceptual Report and any such Reports**  
(In accordance with GCC sub-clause 24.1)

## ANNEX 2

**ToR of the employer's representative**  
[In accordance with GCC sub-clause 1.1 (u)]